

# **AGREEMENT**

**Between**

**Laborers' International Union of North America -  
Illinois State Employees Association, Local 2002 and  
the Southern and Central Illinois Laborers' District  
Council**

**And**

**The State of Illinois  
Department of Central Management Services**

**July 1, 2015 – June 30, 2023**

**PSA Option 7 – VR 704**

**AGREEMENT** – Page 1

**PURPOSE**– Page 1

**ARTICLE 1**

**RECOGNITION** - Page 1- 4

Section 1. Recognition – Page 1-3

Section 2. Successor Classes – Page 3

Section 3. New Classifications - Scope of VR-704 Unit – Page 3

Section 4. Changes in Existing Classifications – Page 3

Section 5. Pay – Page 3-4

Section 6. Integrity of the Bargaining Unit – Page 4

**ARTICLE 2**

**DEFINITIONS** – Page 4-5

**ARTICLE 3**

**MANAGEMENT RIGHTS** – Page 5

Section 1. Rights Residing with the Employer – Page 5

Section 2. Statutory Obligations – Page 5

**ARTICLE 4**

**ACCOUNTABILITY OF SUPERVISORS** – Page 5-6

**ARTICLE 5**

**NON-DISCRIMINATION** – Page 6

Section 1. Prohibition – Page 6

Section 2. Employer's Responsibility – Page 6

Section 3. Union Responsibility – Page 6

Section 4. Equal Employment / Affirmative Action / ADA / FMLA – Page 6

**ARTICLE 6**

**DUES DEDUCTIONS** – Page 6-7

Section 1. Deductions – Page 6

Section 2. Remittance – Page 6

Section 3. Indemnification – Page 7

**ARTICLE 7**

**SENIORITY** – Page 7

Section 1. Definition – Page 7

Section 2. Information – Page 7

Section 3. Termination of Seniority – Page 7

**ARTICLE 8**

**HOURS OF WORK** – Page 8-10

Section 1. Limitation – Page 8

Section 2. Definition – Page 8

Section 3. Work schedules – Page 8

Section 4. Shift Coverage for Shift Commanders – Page 8-9

Section 5. Rest Period – Page 9

Section 6. Meal Period – Page 9

Section 7. Days Off – DOC/DJJ ONLY – Page \*9

Section 8. Flexible Schedules (ISP Forensic Only) – Page 10

**ARTICLE 9**

**RATES OF PAY** – Page 10

Section 1. Direct Deposit – Page 10

Section 2. Wage Schedule – Page 10

Section 3. Step Increases – Page 10

**ARTICLE 10**

**PREMIUM PAY** – Page 11-13

Section 1. Overtime – Page 11

Section 2. Holidays – Page 11

Section 3. Holiday - Equivalent Time Off – Page 11-12

Section 4. Holiday - Advance Notice – Page 12

Section 5. Holiday - During Vacation – Page 12

Section 6. Holiday – Eligibility – Page 12

Section 7. Accumulated Holiday Scheduling – Page 12

Section 8. Holiday Observance – Page 12

Section 9. Holiday - Payment Upon Separation – Page 12

Section 10. Shift Differential – Page 12

Section 11. Longevity Pay – Page 13

Section 12. Shift Preparation/Roll Call Pay – Page 13

Section 13. Severance Pay – Page 13

## **ARTICLE 11**

### **GRIEVANCE PROCEDURE** – Page 14-18

- Section 1. Definition – Page 14
- Section 2. Grievance Steps – Page 14-16
- Section 3. Representation – Page 16
- Section 4. Time Limits – Page 16-17
- Section 5. Time Off – Page 17
- Section 6. Number of Grievances – Page 17
- Section 7. Stewards and Jurisdictions – Page 17
- Section 8. Deferral to the Grievance Procedure – Page 17-18
- Section 9. Information Provided in Accordance with the Grievance Procedure - Page 18

## **ARTICLE 12**

### **DISCIPLINE** – Page 18-21

- Section 1. Definition – Page 18
- Section 2. Discipline and Suspension Options – Page 18
- Section 3. Suspension Pending Discharge – Page 18
- Section 4. Pre-Disciplinary Meeting – Page 19
- Section 5. Notice of Discipline – Page 19
- Section 6. Investigatory Interview – Page 19
- Section 7. Removal of Discipline – Page 19
- Section 8. Administrative Reassignment – Page 19
- Section 9. ISP Police Lieutenants (Sworn) Investigations – Page 20
- Section 10. Polygraphs– Page - 21

## **ARTICLE 13**

### **LEAVES OF ABSENCE** – Page 21-26

- Section 1. Leave for Personal Business – Page 21
- Section 2. Leaves of Absence Without Pay – Page 21
- Section 3. Disability Leave – Page 21-23
- Section 4. Employee Rights After Leave – Page 23
- Section 5. Failure to Return – Page 23
- Section 6. Leave to Take Exempt Position – Page 23
- Section 7. Military and Peace Corps Leave – Page 24
- Section 8. Military Reserve Training and Emergency Call Up Pay Policy – Page 24
- Section 9. Leave for Military Physical Examinations – Page 24
- Section 10. Attendance in Court – Page 24-25
- Section 11. Maternity/Paternity Leave – Page 25
- Section 12. Disaster Service Volunteer Leave – Page 25
- Section 13. Treatment of Seniority – Page 26
- Section 14. Bereavement Leave – Page 26

**ARTICLE 14**

**SICK LEAVE AND ILLNESS AND INJURY LEAVE** – Page 26-28

- Section 1. Sick Leave – Page 26-27
- Section 2. Accumulation of Sick Leave – Page 27
- Section 3. Advancement of Sick Leave – Page 27
- Section 4. Illness or Injury Leave – Page 27
- Section 5. Proof of Illness or Injury Status – Page 27-28
- Section 6. Resolution of Leave Disputes – Page 28

**ARTICLE 15**

**LAYOFF** – Page 28-31

- Section 1. Application of Layoff – Page 28
- Section 2. Layoff Procedure – Page 28
- Section 3. Notice of Layoff – Page 29
- Section 4. Bumping in Lieu of Layoff – Page 29
- Section 5. Transfer In Lieu of Layoff – Page 29-30
- Section 6. Re-Employment – Page 30
- Section 7. Temporary Layoff – Page 30
- Section 8. Closure of a Facility – Page 30
- Section 9. Seniority During Layoff – Page 31

**ARTICLE 16**

**VACATIONS** – Page 31-32

- Section 1. Amounts – Page 31
- Section 2. Vacation Time – Page 31
- Section 3. Interrupted Service – Page 31-32
- Section 4. Vacation Scheduling by Seniority – Page 32
- Section 5. Vacation Request Action – Page 32
- Section 6. Vacation Payment. – Page 32

**ARTICLE 17**

**TEMPORARY ASSIGNMENT** – Page 33-34

- Section 1. Temporary Assignment Outside the Bargaining Unit – Page 33
- Section 2. Temporary Assignment Into the Bargaining Unit – Page 33
- Section 3. Reports to the Union – Page 34

**ARTICLE 18**

**WORK RULES** – Page 34

- Section 1. Definition – Page 34
- Section 2. Notice – Page 34
- Section 3. Procedural Work Rules – Page 34
- Section 4. State Officials and Employees Ethics Act – Page 34

**ARTICLE 19**

**CLOTHING AND EQUIPMENT** – Page 34-35

Section 1. General Provisions – Page 34

Section 2. For ISP Police Lieutenants, Uniform Allowance – Page 35

**ARTICLE 20**

**FILLING OF VACANCIES** – Page – 35-37

Section 1. Policy – Page - 35

Section 2. Position – Page - 35

Section 3. Definition of Permanent Vacancies – Page 35

Section 4. Order of Selection – Page 36

Section 5. Acceptance of a Position – Page 37

Section 6. Pre-Selection Background Checks and Drug Testing – Page 37

**ARTICLE 21**

**GEOGRAPHICAL TRANSFER** – Page - 37

**ARTICLE 22**

**HEALTH INSURANCE AND PENSIONS** – Page 37

**ARTICLE 23**

**LABOR MANAGEMENT MEETINGS** – Page 38

Section 1. General – Page 38

Section 2. Attendance at the Annual Meeting – Page 38

Section 3. Attendance at Occasional Meeting – Page 38

**ARTICLE 24**

**UNION RIGHTS** – Page 38-40

Section 1. Access to State Premises by the Union – Page 38-39

Section 2. Bulletin Boards – Page 39

Section 3. Information Provided to the Union – Page 39

Section 4. Non-Preferential Treatment – Page 39

Section 5. Leaves to Attend Union Meetings – Page 39

Section 6. Leaves to Conduct the Union Business – Page 39-40

Section 7. Union Agent of Record – Page 40

Section 8. Union Orientation – Page 40

Section 9. Union Activity During Work Hours – Page 40

**ARTICLE 25**

**TRAINING** – Page 40

Section 1. Training – Page 40

**ARTICLE 26**

**PERSONNEL FILES** – Page 41

- Section 1. Number and type – Page 41
- Section 2. Employee Notification – Page 41
- Section 3. Counseling Session Notations – Page 41

**ARTICLE 27**

**EVALUATIONS** – Page 41-42

- Section 1. Informal Conferences – Page 41-42
- Section 2. Written Evaluations – Page 42

**ARTICLE 28**

**MISCELLANEOUS** – Page 42-44

- Section 1. Distribution of Contract – Page 42
- Section 2. Safety and Health – Page 42
- Section 3. Assignment within Classification Specification – Page 43
- Section 4. Notification of Leave Balances – Page 43
- Section 5. Fitness for Duty – Page 43
- Section 6. Rehabilitation – Page 43
- Section 7. Random Drug Testing – Page 43
- Section 8. Annual License Renewal – Page 43
- Section 9. Continuing Legal Education Requirements – Page 43-44
- Section 10. Continuing Education Requirement  
Mental Health Professional (PSA Option 8K) – Page 44

**ARTICLE 29**

**NO STRIKE – NO LOCKOUT PROVISION** – Page 44

- Section 1. No Strike – Page 44
- Section 2. Employer/Employee Rights – Page 44
- Section 3. No Lockout – Page 44

**ARTICLE 30**

**AUTHORITY OF CONTRACT** – Page 44-45

- Section 1. Partial Invalidity – Page 44
- Section 2. Effect of Department of Central Management Services Rules – Page 44-45
- Section 3. Increase or Decrease in Benefits – Page 45
- Section 4. Entire Agreement – Page 45

**ARTICLE 31**

**TERMINATION** – Page 46

## **SIDE LETTERS**

DOC/DJJ Grooming Standards – Page 47-48  
Shakman – Page – 49-50

## **MEMORANDUM OF UNDERSTANDING**

Memorandum of Understanding Shift Commander Work/Boot Camp – Page 51  
Memorandum of Understanding Filling of Vacancies and Hours of Work for Shift Supervisors at  
Work/Book Camps – Page 52  
2015-2019 Backpay – Page 53  
2015-2019 Stipend – Page 54

**Appendix A** – Regional Map - Page 55

**Appendix B** – VR 704 Pay Schedule – Page 56-71

## **AGREEMENT**

This Agreement is made and entered into this the 1<sup>st</sup> day of July 2019 by and between The Illinois Departments of Central Management Services, Corrections, Juvenile Justice, Financial and Professional Regulation, State Police, Human Services, and Illinois Emergency Management Services hereinafter referred to as "Employer" and Laborers' International Union of North America - Illinois State Employees Association, Local 2002 and the Southern and Central Illinois Laborers' District Council hereinafter referred to as "Union", on behalf of the employees in the collective bargaining unit described in Article I of this Agreement.

## **PURPOSE**

Whereas, the Union, was certified by the State of Illinois, Illinois Labor Relations Board - State Panel, on June 8, 2007, in Case No. S-VR-07-004, on August 14, 2008; in Case No. S-UC-08-402, and in Case No; S-VR-09-090 on May 8, 2009; Case No. S-RC-09-186 on August 6, 2009; Case No. S-RC-09-110 on November 23, 2009 and in Case No. S-RC-09-108 on November 23, 2009, Case No. S-RC-10-136 on September 29, 2010, and in Case No. S-RC-10-122 on March 29, 2011, as the exclusive bargaining representative for the purpose of bargaining for the employees; and Whereas, it is the intent and purpose of Employer and the Union to set forth the accords between them, for the term thereof, of the rates of pay, the hours of work, and the other terms and conditions of employment to be observed by the employees covered and the parties in order to establish harmonious work relations and to provide equitable treatment of the covered employees;

Therefore, the following Agreement is entered into.

## **ARTICLE 1** **RECOGNITION**

### **Section 1. Recognition**

Pursuant to the certification of the Illinois Labor Relations Board dated June 8, 2007, August 14, 2008, May 8, 2009, August 6, 2009, November 23, 2009, September 29, 2010, and March 29, 2011 the Employer recognizes the Laborers' International Union of North America as the sole and exclusive bargaining representative for all of the following employees in the titles illustrated below (herein referred to as "Employee" except where their title needs to be utilized to set them apart) employed, by the Illinois Department of Corrections, Illinois Department of Juvenile Justice, Illinois Department of Financial and Professional Regulation, the Illinois State Police, the Department of Human Services, and Illinois Emergency Management Services excluding confidential, managerial or non-public employees within the meaning of Section 3(n) of the Illinois Public Labor Relations Act (5 ILCS 315):

DOC Shift Supervisor  
DOC Shift Commander Work/Boot Camp  
DOC Superintendent (PSA, Option 7)  
DOC Food Services Program Manager (PSA, Option 8J)  
DOC/DJJ Clinical Services Supervisor  
DOC/DJJ Women and Family Service Coordinator (PSA, Option 7)  
DOC Operations Center Supervisor (PSA, Option 7)  
DOC Attorney (PSA, Option 8L)  
DOC/DJJ Mental Health Professional (PSA, Option 8K)  
DOC District Supervisors (PSA, Option 7)  
DOC Staff Assistants (PSA, Option 7)  
DOC Deputy Commander of Intelligence (PSA, Option 7)

### **Illinois Department of Juvenile Justice**

DJJ Chief of Security  
DJJ Superintendent (PSA, Option 7)  
DJJ Food Services Program Manager (PSA, Option 8J)  
DJJ Clinical Services Supervisor  
DJJ Women and Family Service Coordinator (PSA, Option 7)  
DJJ Mental Health Professional (PSA, Option 8K)

### **Illinois Department of Financial and Professional Regulation**

Chief of Medical Investigations (PSA, Option 7)  
Chief of Health Related Investigations (PSA, Option 7)  
Chief of Detective/Design Investigations (PSA, Option 7)

### **Illinois State Police**

Forensic Science Administrator I(s) & II(s)  
Forensic Science Section Chief (SPSA, Option 7)  
Computer Evidence Recovery Specialist (PSA, Option 7)  
Criminal Intelligence Analyst Supervisor (PSA, Option 7)  
Police Lieutenant  
Inspector PSA, Option 7)  
Assistant Director of Training (SPSA, Option 7)  
Strategic Management & Policy Supervisor (PSA, Option 7)  
Sex Offender Registry Unit Supervisor (PSA, Option 7)  
Firearms Specialist (PSA, Option 7)  
Narcotics & Currency Unit Supervisor (PSA, Option 7)

## **Illinois Department of Human Services**

Office of Inspector General Investigators (PSA, Option 7)  
Mental Health Professional (PSA, Option 8K)

## **Illinois Emergency Management Agency**

Nuclear Safety Staff Attorney I and II

### **Section 2. Successor Classes**

The parties agree that if a new classification is a successor title, or replacement title, to a classification covered by this Agreement, with no substantial change in duties, the parties shall stipulate to the inclusion of such classification in this agreement.

### **Section 3. New Classifications - Scope of VR-704 Unit**

The Employer agrees to meet and discuss with the Union the inclusion or exclusion of any and all newly instituted job classifications, which may be described within the scope of VR-704 as follows:

A statewide supervisory unit covering certain classifications in the Departments of Corrections, Juvenile Justice, Illinois Department of Financial and Professional Regulation, the Illinois State Police, Department of Human Services, and Illinois Emergency Management Services.

Where the parties agree to include a new classification, they shall so stipulate before the Illinois State Labor Relations Board.

Employer shall notify the Union of such new job classifications prior to the submission of said classifications to the Civil Service Commission.

Employees entering the bargaining unit via the unit clarification process shall be placed within the appropriate pay scale effective on the date of the employee's certification by the Illinois Labor Relations Board.

### **Section 4. Changes in Existing Classifications**

The Employer shall notify the Union of any changes in bargaining unit job classifications and upon timely request meet with the Union prior to the submission of said classifications to the Civil Service Commission.

### **Section 5. Pay**

Employer agrees to negotiate with the Union as to the appropriate pay grade to be assigned to job classifications determined to be in the VR-704 bargaining unit. If no agreement is reached between the parties, the Union shall be allowed to file a grievance in accordance with Article 11 of this Agreement. The grievance shall be filed at step 4 of the grievance procedure. In the event that an appropriate resolution is not reached at step 4, then the issue may be submitted to an arbitrator.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the classification series and in the bargaining unit;
- b) Like positions with similar job content and responsibilities within the labor market generally;

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

### **Section 6. Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit and agrees that it will not propose or take any action for the purpose of directed at eroding it.

## **ARTICLE 2** **DEFINITIONS**

1. "Director" refers to the Director of the Illinois Departments of Central Management Services or Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police or the Department of Human Services or Illinois Emergency Management Services as the context may require.
2. "Employer" refers to the Illinois Departments of Central Management Services, or Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police or the Department of Human Services or Illinois Emergency Management Services as the context may require. The Departments of Corrections and Juvenile Justice shall be considered separate agencies, except for the purposes of layoff. During a layoff with the Department of Juvenile Justice, employees of the Department of Juvenile Justice shall have the right to vacancies within the Department of Corrections, as outlined in Article 15, section 5 of the collective bargaining agreement. Otherwise, employees shall only have rights to vacancies within their agency.
3. "Employee" refers to a person employed in the job classifications covered by this Agreement; excluding temporary, emergency, provisional, per diem, confidential or managerial employees.
4. "Probationary employee" refers to an employee in a probationary period as currently administered under the Personnel Rule 302.300; provided, however, that such probationary employees shall have no right to the grievance procedure. A probationary period may be extended up to six (6) months by mutual agreement of the parties.
5. "Workday" shall mean a normal period of seven and one half (7 ½) hours except as otherwise specified herein, which is uninterrupted by any period of time except for breaks

and meal periods or leave time.

6. "Union" refers to the Laborers' International Union of North America-Illinois State Employees Association - Local 2002 as the context may require.
7. "Agency" refers to the Illinois Department of Corrections, or Department of Juvenile Justice or Department of Financial & Professional Regulation or Illinois State Police or the Department of Human Services or Illinois Emergency Management Services as the context may require.
8. "Intermediate Administrator" shall be defined as the individual with regional, divisional or facility-wide authority who is subordinate to the Agency Head and superior to first-level supervisors outside the bargaining unit. For ISP Forensic, Intermediate Administrator refers to the individual responsible for the Forensic Sciences Command.

### **ARTICLE 3** **MANAGEMENT RIGHTS**

#### **Section 1. Rights Residing with the Employer**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operation, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to: The right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

#### **Section 2. Statutory Obligations**

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its right in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

### **ARTICLE 4** **ACCOUNTABILITY OF SUPERVISORS**

Supervisors shall serve, represent and execute such policies, procedures and directives as are deemed necessary and proper to carry out the mission of the Employer as such policies,

procedures and directives may be established. Within the scope of these policies, procedures and directives, Supervisors are to prepare, oversee and monitor the performance of Department employees, discipline and evaluate performances of subordinates, and adjust grievances as directed in order to make such recommendations to the Employer.

## **ARTICLE 5** **NON-DISCRIMINATION**

### **Section 1. Prohibition**

Neither the Employer nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, sex, disability, political affiliation, sexual orientation or other non-merit factors.

### **Section 2. Employer's Responsibility**

The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of the Union or because of their exercise of any rights granted by this Agreement by the Illinois Labor Relations Act (5 ILCS 315).

### **Section 3. Union Responsibility**

The Union shall not restrain or coerce employees in the exercise of rights guaranteed by this Agreement, or by the Illinois Public Labor Relations Act (5 ILCS 315).

### **Section 4. Equal Employment / Affirmative Action / ADA / FMLA**

The parties recognize the Employer's obligation to comply with federal and state Equal Employment Affirmative Action Laws, the Americans with Disabilities Act and the Family and Medical Leave Act (including intermittent leave as required).

## **ARTICLE 6** **DUES DEDUCTIONS**

### **Section 1. Deductions**

When an employee enters the bargaining unit, the employer agrees to deduct Union membership fees and assessments upon receipt of an appropriate written authorization in accordance with the law and procedures of the Comptroller, as of the first pay period in which the employee is a member of the bargaining unit.

### **Section 2. Remittance**

Employer agrees to remit deductions made pursuant to Section 1 of this Article promptly to Union at the address designated in writing to the Comptroller by Union.

### **Section 3. Indemnification**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE 7** **SENIORITY**

### **Section 1. Definition**

For employees hired prior to April 17, 2009, seniority for the purposes stated in this agreement, shall consist of an employee's length of service in his/her covered title. For DOC and DJJ employees this will include past service in titles no longer used such as Correctional Captain and/or any time in a merit compensation PSA Option 7 level supervisory position in DOC. For the ISP Forensic Science Administrators, it will be all time spent as a PSA Option 7 in the Forensic Sciences Command. For the ISP Police Lieutenants, it will be all time spent as a CMS or ISP Police Lieutenant. Seniority ties shall be broken by date of continuous service with the State of Illinois. If two or more employees have the same continuous service date, ties will be broken by lottery.

For employees entering the bargaining unit on or after April 17, 2009, seniority shall consist of an employee's continuous service within the bargaining unit. Seniority ties shall be broken by date of continuous service with the State of Illinois. If two or more employees have the same continuous service date, ties will be broken by lottery.

### **Section 2. Information**

Employer shall provide the Union with seniority dates for all bargaining unit employees within thirty (30) days of the effective date of this Agreement, and once per quarter upon request by the Union.

### **Section 3. Termination of Seniority**

Seniority shall be terminated when an employee:

- A. voluntarily resigns, provided that he/she is not re-employed within four (4) calendar days;
- B. is discharged, provided that should the employee be returned as a result of an appeal, his/her seniority shall be reinstated;
- C. fails to report to work upon re-employment as provided in Article 15;
- D. is laid off for a period of three (3) years.

**ARTICLE 8**  
**HOURS OF WORK**

**Section 1. Limitation**

This Article shall not be construed as a guarantee or limitation on the number of hours per day or days per week.

**Section 2. Definition**

The workweek is defined as a regularly re-occurring period of 168 hours consisting of seven (7) consecutive 24-hour periods, except for employees with rotating days off. The employee's normal workweek shall consist of not more than thirty seven and one half (37 ½) hours.

**Section 3. Work Schedules**

The Employer reserves the right to make temporary work schedule changes with five-days (5) prior written notice to the affected employee, local Union, and ISEA. The Employer shall provide to the Union in writing the operational need for such change and the approximate duration of the temporary change. Upon timely request, the parties will meet and enter into good faith discussions in an attempt to reach an agreement regarding such changes. Once the assignment has concluded, the employee shall be returned to his/her original shift, unless otherwise agreed upon by all the parties. The employee shall be given a ten-day (10) notice. If necessary, the Employer shall notify ISEA of any extensions.

The current scheduling practices prevail with respect to the starting and quitting time, days off, shifts or rotations thereof. Where changes in permanent schedules affecting bargaining unit employees are desired by the Employer, the Employer shall notify the employee, local Union, and ISEA of the operational need for such change. Upon timely request, the parties will meet and enter into good faith discussions in an attempt to reach an agreement regarding such changes. The employee will be given a ten-day notice of the schedule change by the Employer.

If an agreement is not reached, the Employer may implement such changes. The Union may grieve such changes.

At work locations where there are routine changes in the schedules of days worked, shifts worked and days off, schedules shall be posted at least two weeks in advance of the beginning of the schedule period.

"Consecutive Days and Hours" The regular hours of work each day shall be consecutive and the work week shall consist of five (5) consecutive days beginning with the time the employee starts work on the first day of his/her work week.

"Days Off" Shall be consecutive.

**Section 4. Shift Coverage for Shift Commanders**

Whenever Shift Commander coverage is needed, the Employer shall offer all bargaining unit work

to bargaining unit employees first. The Employer shall first ask for volunteers from among the Shift Commanders. Such assignment shall be offered to the most senior employee with the least number of hours worked and/or refused in the current fiscal year. If no bargaining unit employees volunteer for the work, then the shift may be offered to non-bargaining unit employees. If there is not a volunteer from the non-bargaining unit employees, the Employer reserves the right to mandate a Shift Commander. If the Employer has 48-hours advanced notice, the Employer shall rotate the mandate in inverse seniority order.

### **Section 5. Rest Period**

Employees shall be entitled to a non-cumulative 15-minute paid rest period at approximately midway during both the first and second half of the workday. Such rest periods shall be granted except during operational emergencies.

**DOC/DJJ ONLY** - Employees shall not be required to work more than two (2) consecutive shifts except in very extreme emergencies and then only after a minimum period of four (4) hours of paid time for sleep and rest.

### **Section 6. Meal Period**

Employer agrees to grant a meal period of not less than thirty (30) but not more than sixty (60) consecutive minutes to employees. If an employee is required to work during his/her lunch hour and can demonstrate that circumstances prevented him/her from receiving a lunch period, the employee shall receive compensatory time or paid time for his/her lunch period.

### **Section 7. Days Off – DOC/DJJ ONLY**

"Days Off" For employees working within position classifications and at facilities which require continuous coverage, scheduled workdays and scheduled days off shall be consecutive, but may fall on any day of the workweek. Employees within the same general work assignment, same position classification, and same shift may exercise their seniority as defined in Article 7 to retain their current scheduled days off. Scheduled days off shall be assigned by seniority from among employees within the same general work assignment, same classification, and same shift, the most senior employee choosing first. No employee shall be permitted to exercise his/her choice hereunder more than once during each contract year. Requests shall be made in writing to the immediate supervisor at least fifteen (15) days in advance of the time the employee requests a days off change. The employee being displaced by such request shall be given notice of such displacement and the days off change as soon as possible, but not later than ten (10) working days prior to such change. The change of days off shall take place starting with the first day of the bumped employee's workweek. Such change may cause the displacing employee's requested date of change to be delayed, but no later than seven (7) days after the effective date of the change requested. A displaced employee may exercise his/her seniority to displace a junior employee for days off and such employee may give fifteen (15) days notice any time he/she receives notice of the original displacement. Such employee's day off change shall not be deemed or counted as the employee's one choice allowed during the contract year.

## **Section 8. Flexible Schedules (ISP Forensics Only)**

The Employer shall give consideration to an employee's request for a flex schedule as well as the efficiency and economy of the Employer's operations. The request will be granted or denied at the discretion of the Employer. If the Employer denies a request, the employee will be provided with a reason for the denial in writing within 30-days of receipt of request.

## **ARTICLE 9** **WAGES**

### **Section 1. Direct Deposit**

All paychecks for employees shall be delivered via direct deposit. In addition, paycheck stubs will be delivered electronically where available.

### **Section 2. Wage Schedule**

Such negotiated rates as set forth in Appendix B shall become the rates of pay applicable to such position classification.

#### **General Increases:**

- a. Effective January 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 1.50%, which rates are set out in Appendix B.
- b. Effective July 1, 2020, the pay rates for all bargaining unit classifications and steps shall be increased by 2.10%, which rates are set out in Appendix B.
- c. Effective July 1, 2021, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95%, which rates are set out in Appendix B.
- d. Effective July 1, 2022, the pay rates for all bargaining unit classifications and steps shall be increased by 3.95%, which rates are set out in Appendix B.
- e. The pay scale for bargaining unit employees accepting a position after April 1, 2013, shall be 5% lower than the agreed upon salary grade as set forth in Appendix B except for step 6 and step 7 should be established at a difference of 3.5% and 2% respectively. That upon reaching Step 8, an employee shall be equivalent to Step 8 of the full rate.

### **Section 3. Step Increases**

Upon satisfactory completion of twelve (12) months creditable service in a step, employees shall receive a step increase to the next higher step. Other Pay Plan provisions under the Personnel Rules shall apply.

**ARTICLE 10**  
**PREMIUM PAY**

**Section 1. Overtime**

Employees authorized to work in excess of their work week shall be paid overtime as straight time. Payment shall be in cash or comp time at the discretion of the Employer.

For DOC/DJJ only, if comp time is requested and granted by the Employer, employees may accumulate up to sixty (60) hours per fiscal quarter. Any unused comp time shall be liquidated within the fiscal quarter it was earned. Time not taken at the end of the fiscal year shall be liquidated.

**Section 2. Holidays**

All employees shall have time off, with full salary payment on the following holidays or the day designated as such by the State:

New Year's Day  
Martin Luther King Day  
Lincoln's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Friday Following Thanksgiving Day  
Christmas Day  
General Election Day  
(on which members of the House of Representatives are elected)

and any additional days proclaimed as holidays or non-working days by the Governor of the State of Illinois or by the President of the United States.

Effective July 1, 2010, in lieu of equivalent time off as provided for in Section 3 below, an employee who works either the actual holiday or the observed holiday may choose to receive double time cash payment, except an employee who works on only Labor Day, Thanksgiving Day or Christmas Day may choose to receive double time and one-half cash payment in lieu of time off. When an employee works on a day on which a holiday falls, either the actual holiday or the observed holiday, he/she shall receive equivalent time off or cash payment in the amounts specified above for any time in excess of his/her regular hours of work.

**Section 3. Holiday - Equivalent Time Off**

When a holiday falls on an employee's scheduled day off, or an employee works on a holiday, equivalent time off shall be granted within the following twelve (12) month period. Effective July 1,

2009, a holiday shall be granted on the day requested by the employee unless to do so would interfere with the Employer's operation, in which event the employee's next requested day off shall be given or accumulated indefinitely.

#### **Section 4. Holiday - Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

#### **Section 5. Holiday - During Vacation**

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

#### **Section 6. Holiday - Eligibility**

To be eligible for holiday pay, the employee shall work the employee's last scheduled work day before the holiday and first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Employer.

#### **Section 7. Accumulated Holiday Scheduling**

Where the Employer is unable to grant the request from all employees within a shift, within a position classification for a particular day off in the utilization of an accumulated holiday under this Article, but is able to grant some (one or more) of such employees such day off, an employee(s) within the position classification shall be granted the requested day off on the basis of seniority provided such senior employee(s) has made such request at least two (2) weeks prior to the requested accumulated holiday off. If no prior request was made within the above time limits, such day off shall be granted in accordance with Section 2 of this Article.

The Employer will, where possible, inform an employee of whether it can grant the request for a particular day off within five (5) days of such request.

#### **Section 8. Holiday Observance**

When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday.

#### **Section 9. Holiday - Payment Upon Separation**

Upon separation for any reason, the employee shall be paid for all accrued holidays.

#### **Section 10. Shift Differential**

Employees shall be paid a shift differential of 75 cents per hour in addition to their base salary rate for all hours worked if their normal work schedule for that day provides that they are scheduled to work and they work half or more of such work hours before 7 a.m. or after 3 p.m.

Effective July 1, 2009, employees shall be paid a shift differential of 80 cents per hour in addition to their base salary based on the above criteria.

This Section shall not apply to employees who because of "flex-time" scheduling made at their request are scheduled and work hours which would otherwise qualify them for premium pay hereunder.

### **Section 11. Longevity Pay**

Effective July 1, 2010, the Step 8 rate shall be increased by \$50.00 per month for those employees who attain ten (10) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2010. For those employees who attain fifteen (15) years of continuous service and have three (3) or more years of creditable service on Step 8 in the same or higher pay grade on or before July 1, 2010, the Step 8 rate shall be increased by \$75.00 per month.

Effective July 1, 2013, an employee on Step 8, having ten (10) years of continuous service and three (3) years creditable service at Step 8, shall be paid \$75 per month. An employee with fifteen (15) years continuous services and three (3) years of creditable service at Step 8 shall receive \$100 per month.

### **Section 12. Shift Preparation/Roll Call Pay**

Only the Primary Shift Supervisors on each shift who conducts roll call on the scheduled work days and shall be compensated for fifteen (15) minutes for the roll call period at the appropriate rate. Unless specified below, the Primary Shift Supervisors shall receive one-half (1/2) hour compensation for shift preparation at the appropriate rate. The Primary Shift Supervisors at facilities which are medium level security or higher, shall receive forty-five (45) minutes of shift preparation at the appropriate rate.

### **Section 13. Severance Pay**

Where a facility closes permanently or a separately appropriated and funded program is permanently terminated, employees affected thereby with two (2) or more years seniority and on the agency's payroll at the time of such closure or termination, or who were previously laid off as a direct result of such closure or termination, not offered another bargaining unit position as defined below within sixty (60) days of such closure or termination and within fifty (50) miles of the employee's work location, shall be offered severance pay in the amount of one (1) month's compensation at their monthly rate of pay in effect at the time of such closure or termination. Provided, however, that an employee who elects to remain on the layoff list for a period in excess of six (6) months, or who obtains another bargaining unit position, or who refuses an appropriate position offered by the Employer within his/her position classification series (or if his/her classification is the only one in its series, within a comparable classification) shall forfeit any severance pay which is due under this Section. If an employee accepts severance pay he/she shall be considered terminated.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition**

A. A grievance is defined as any dispute or difference between Employer and the Union or any employee or group of employees covered by this Agreement with respect to the meaning, interpretation or application of this Agreement or with respect to issues arising out of other circumstances or conditions of employment within the control of Employer.

B. Grievances may be processed by an employee as provided herein, and by the Union on behalf of itself, on behalf of any employee or on behalf of a group of employees but must set forth the names or classifications of such group of employees on the grievance. The resolution of a group grievance shall be made applicable only to those employees listed as grievants.

C. Any grievance arising out of the interpretation and/or application of a provision contained within this Agreement shall be heard pursuant to the procedures established herein.

**Section 2. Grievance Steps**

**Step 1. Immediate Supervisor**

Within ten (10) working days of the incident giving rise to the grievance, or from the date the employee should have become aware of the incident with the exercise of reasonable diligence, the grievant shall file a written grievance with his/her immediate supervisor. Only one subject matter shall be covered in any one grievance. The grievance shall contain a clear and concise statement of the facts giving rise to the grievance, the issue involved, the relief sought and specific references to this Agreement when appropriate. Within ten (10) working days of receipt of the grievance, the grievant's immediate supervisor shall issue a written decision and serve a copy on the grievant and/or on the Union.

**DOC/DJJ Only:**

Where there is no Employer representative outside the bargaining unit, the employee may file a grievance at Step 2 of the procedure (Warden, Superintendent or designee's).

**Step 2. Intermediate Administrator**

If dissatisfied with the Step 1 decision, the grievant or the Union may appeal to Step 2 within ten (10) working days of receipt of the Step 1 decision or the date such decision was due, whichever is earlier, by filing a copy of the grievance with the Intermediate Administrator or designee. Failure to file to Step 2 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 1 decision. Once a grievance is advanced, resolution offers from the previous step are considered refused.

Within ten (10) working days of receipt of the grievance, the Intermediate Administrator or designee shall discuss the grievance with the union in an attempt to resolve the grievance. Within five (5) working days from the date of the discussion, the Intermediate Administrator shall issue a written decision and serve a copy on the grievant and on the Union.

Step 3. If dissatisfied with the Step 2 decision, the Union may appeal to Step 3 within five (5) working days of receipt of the Step 2 decision or the date such decision was due, whichever is earliest, by filing a copy of the grievance with the Director or his/her designee. Failure to file to Step 3 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 2 decision. Once a grievance is advanced, resolution offers from the previous step are considered refused. The Director or his/her designee, shall schedule a meeting to discuss the grievance with the Union. Such meeting shall be held within fifteen (15) working days of receipt of the grievance. Within ten (10) working days after such meeting, the Director or his/her designee shall issue a written decision and serve a copy on the Union.

Step 4. If dissatisfied With the Step 3 decision, or if no decision is issued within the specified time limit, the Union may appeal to the Director of CMS or his/her designee by submitting a written notice of appeal with a copy of the grievance attached within ten (10) working days after receipt of the Step 3 decision or the date such decision was due. Failure to file to Step 4 within the prescribed time limits, unless mutually agreed otherwise, shall result in the grievance being resolved pursuant to the Step 3 decision. Once a grievance is advanced, resolution offers from the previous step are considered refused. Within twenty (20) working days after receipt of the Step 4 appeal to the CMS Director or his/her designee, the parties shall set a date to meet in order to:

Discuss and resolve the grievance, if the grievance is not resolved at fourth level, the Union shall have twenty (20) calendar days from the date of 4<sup>th</sup> level grievance resolution is signed by both parties, to request, in writing, that the grievance be advanced for arbitration.

Prior to Arbitration:

The parties may:

Discuss the grievances with CMS Labor Counsel to seek possible resolution.

Once advanced to arbitration, the parties may:

Select an arbitrator to hear the grievance and establish, where possible, the hearing date.

- b) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or that such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The merits of the grievance shall be based on the exact wording of the grievance.

The arbitrator shall only have authority to determine compliance or non-compliance with the provisions of this Agreement and shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a decision with

respect to the specific issues submitted, and shall have no authority to make a decision on any other issue not so submitted. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way that application of laws and rules and regulations having the force and effect of law.

The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding. The expenses and fees of the arbitrator and the cost of the hearing room shall be paid by the losing party. In cases of split decisions the arbitrator shall determine what portion each party shall be billed for expenses and fees.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the Federal Mediation and Conciliation Service.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made. In cases where a court reporter is used the cost of the court reporter's attendance and transcript shall be borne by the party that requests the court reporter. However, in the event an arbitrator requests a copy of the record the costs of the court reporter's attendance and arbitrator's transcript shall be bourn equally. If both parties request copies of the record the entire cost of transcription shall be bourn equally by each party.

### **Section 3. Representation**

Employees covered by this Agreement shall be represented only by the Union. Such representation shall be permitted at any and all steps of the procedure. Where available, videoconferencing and teleconferencing may be used to conduct grievance meetings by mutual agreement of the parties. The union representatives shall be from the same region or facility as the employee requesting representation, unless the region/facility does not have a representative, the representative is unavailable, or unless mutually agreed otherwise. In any case where an employee represents himself/herself, the final level through which the grievance may be processed by the employee shall be at Step 1. A union steward or ISEA representative may be present at Step 2 of the grievance procedure. For Step 3 and Step 4, only an ISEA representative may be present.

### **Section 4. Time Limits**

A. Grievances may be withdrawn at any step of the procedure without prejudice. Grievances not appealed within the designated time limits shall be treated as withdrawn or shall result in the grievance being resolved pursuant to the Employer's decision, as applicable. Once a grievance is advanced, resolution offers from the previous step are considered refused. Failure of Employer to respond within the designated time limits at any step of the grievance procedure shall permit the Union, and where provided, the employee, to process the grievance to the next step within the designated time limits.

B. The time limits at any step may be extended by agreement of the parties involved at that step.

C. Grievances concerning suspensions, discharge, demotion, geographic transfer, layoffs and for alleged disciplinary schedule changes shall be initiated at Step 3 of the grievance procedure.

D. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the proper Employer representative at the step where it is desired to initiate the grievance.

### **Section 5. Time Off**

A. The grievant and/or the Union steward shall be permitted reasonable time without loss of pay during their normal working hours to process a grievance. No employee or Union steward shall leave his/her work to process a grievance without first notifying and receiving authorization from his/her supervisor, which authorizations shall not unreasonably be withheld. Such leave shall not interfere with the operating needs of the agency. Such reasonable time off shall not exceed four (4) hours in any one day, except for arbitration days.

B. Employer shall not be responsible for any subsistence expenses incurred by grievants or the Union steward in the processing of grievances.

C. Witnesses who have been subpoenaed and who are State employees and whose testimony is pertinent to the grievance presentation will be permitted reasonable time off without loss of pay to attend grievance or arbitration hearings.

### **Section 6. Number of Grievances**

By mutual agreement of the Union and Employer, more than one grievance may be scheduled at any step of the grievance procedure.

### **Section 7. Stewards and Jurisdictions**

The Business Manager of the Local Union may designate one steward at each facility or work location in addition to the Union staff, who are bargaining unit members who are authorized to represent employees. Additional stewards may be agreed to by the Union and Employer.

The Union shall provide to the Employer a written list of stewards and their respective facility or work location annually to the Department of Central Management Services, agency Labor Relations and local level administrators (e.g. Warden). Any changes during the annual period will be given to the local level administrators as soon as possible.

### **Section 8. Deferral to the Grievance Procedure**

The parties recognize that any dispute arising from the collective bargaining agreement must be

resolved pursuant to this Agreement, the Illinois Public Labor Relations Act or the Uniform Arbitration Act.

## **Section 9. Information Provided in Accordance with the Grievance Procedure**

Where a pending grievance exists, either party may request the production of specific documents, books or papers from the party in possession of the items which are reasonably available and pertinent to the grievance. Upon written request, the party in possession of the requested items shall provide this information within ten (10) business days from the receipt of the request. The requesting party shall be notified prior to the expiration of the ten (10) business days if additional time is required and the parties shall discuss a date on which the items can be provided.

## **ARTICLE 12** **DISCIPLINE**

### **Section 1. Definition**

Disciplinary action shall include the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Discipline may be imposed upon an employee only for just cause.

The Employer agrees with the tenets of corrective and progressive discipline.

An employee shall not be demoted for disciplinary reasons.

The parties recognize that counseling and corrective action plans are not considered disciplinary actions.

### **Section 2. Discipline and Suspension Options**

All Employees who do not appeal discipline will be permitted to use accumulated time off, except sick time, to satisfy the period of any suspension of thirty (30) days or less in lieu of days off without pay.

### **Section 3. Suspension Pending Discharge**

The Employer may suspend an employee without pay up to 30 days pending a decision on discharge of the employee. Such actions shall not be subject to the grievance procedure, however if suspension pending discharge is replaced by another disciplinary action, written notice will be issued and such action may be subject to the grievance procedure.

#### **Section 4. Pre-Disciplinary Meeting/Employee Review Hearing**

Prior to notifying the employee of the measure of discipline to be imposed, the Employer shall notify the Union and the employee. The Employer shall afford a reasonable opportunity for a meeting with the employee involved and, if requested by the employee, the Union, for the purposes of providing all relevant documentation, contemplated measures of discipline, if possible, and names of witnesses relating to the facts of the charge; and to permit the employee to rebut the charges, if the employee so desires. If the employee does not request Union representation, the Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. The Employer shall provide reasonable notice of such meeting to be held at a mutually agreeable time. If a rebuttal is not presented at the time of the pre-disciplinary meeting, a written rebuttal may be provided within five (5) work days by the employee or the Union.

Pre-disciplinary meetings shall not be required to be held in cases of oral and written reprimands.

#### **Section 5. Notice of Discipline**

In the event written disciplinary action is taken against an employee, the Employer shall promptly furnish employee and the Union with a clear and concise copy of the statement of facts giving rise to the discipline and the measure of discipline intended. The measure of discipline intended may not be increased as it relates to the statement of facts once the statement has been served. The Employer shall notify the employee and the Union of the discipline imposed, within forty-five (45) days after completion of the pre-disciplinary meeting.

#### **Section 6. Investigatory Interview**

An employee shall be informed that he/she is entitled to the presence of a steward and/or Union staff at an investigatory interview, provided that the subject matter of the interview could cause a reasonable person to believe that the employee could be disciplined as a result of the interview. Such Union representative may be present during an investigatory interview for the purpose of protecting an employee's rights under the Collective Bargaining Agreement; however, such Union representative shall not act in such a manner so as to obstruct the investigation.

Following such an investigation, the employee shall be notified in writing that the investigation is complete.

#### **Section 7. Removal of Discipline**

By written request of the employee, any discipline imposed except suspensions and/or discharges shall be removed from an employee's record if, from the date of the last reprimand or discipline, two (2) three (3) years pass without the employee receiving any additional discipline. The three (3) year period shall be extended by any leave of absence or disciplinary suspension.

#### **Section 8. Administrative Reassignment**

The Employer may reassign an employee during the course of an investigation.

## **Section 9. ISP Police Lieutenants (Sworn) Investigations**

Whenever a Police Lieutenant is subject to an investigation, which could result in discipline, the investigation will be conducted in accordance with the following:

1. All interrogations of Police Lieutenant other than in the initial stage of the investigation, shall be scheduled at a reasonable time, and preferably be conducted while the officer is on duty, or if feasible, during daylight hours.
2. The interrogation, depending on the allegation, will normally take place at a department facility or other appropriate location.
3. Prior to the interrogation, the officer will be informed of:
  - A. The identity of the person who will be conducting the interrogation;
  - B. The identity of all persons who will be present for the interrogation;
  - C. The statement of the specific allegations made against the Police Lieutenant; and
  - D. The names of the complainants known at the time for investigations performed by the agency.
4. The length of the interrogation will be reasonable, with reasonable interruptions permitted for personal necessities, meals, telephone calls and rest.
5. The Police Lieutenant will be provided, without unnecessary delay, a copy of written statements and recordings he has made.
6. The Police Lieutenant under interrogation shall have the right to have a Union representative present during the interrogation. The Union representative shall not be involved in the incident and must be authorized to act on behalf of Union.
7. No anonymous complaint shall be the sole basis for taking disciplinary action against a Police Lieutenant.
8. The investigation shall not be unreasonably or arbitrarily delayed.
9. Whenever the results of an investigation result in discipline, the officer shall, upon request, be provided the rule(s) violated and the corresponding specifications of the misconduct, to include date, time, location and manner in which the rule was violated.
10. The provisions of this section do not apply to criminal investigations in which the Department acts in its capacity as a law enforcement agency to investigate potential violations of criminal law.
11. Following such an investigation, the employee shall be notified in writing that the investigation is complete.

## **Section 10. Polygraphs**

No employee may be required to take polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination and may review the polygraph questions but may not be present during the actual administration of a polygraph examination.

The employee shall be provided with a copy of the results of the report of that polygraph examination and a copy of the conclusions reached by the examiner following the conclusion of the investigation.

## **ARTICLE 13** **LEAVES OF ABSENCE**

### **Section 1. Leave for Personal Business**

All employees shall be permitted three (3) personal business days off each calendar year with pay. Employees entitled to receive such leave who enter service during the year shall be given credit for such leave at the rate of one-half ( $\frac{1}{2}$ ) day for each two (2) months service for the calendar year in which hired. Such personal leave may not be used taken in increments of less than two (2) hours at a time Supervisors may however, grant employee requests to use personal leave in increments of fifteen (15) minutes after a minimum use of one-half ( $\frac{1}{2}$ ) hour. Except for those emergency situations which preclude the making of prior arrangements, such days off shall be scheduled sufficiently in advance to be consistent with operating needs of the Employer.

Personal leave shall not accumulate from calendar year to calendar year; nor shall any employee be entitled to payment for unused personal leave upon separation from the service except as provided by law and/or Personnel Rule. For those employees who work in an 24/7 facility any unused personal business time not scheduled by the employee as of December 15 of the current calendar year shall be forfeited.

### **Section 2. Leaves of Absence Without Pay**

Unless otherwise provided in the Personnel Rules and with the prior approval of the Director, the agency may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause for an additional six (6) month periods with the Director's approval.

Any employee, except an employee in a position or program financed in whole or in part by loans or grants made by the United States or any Federal agency, who is elected to state office, shall, upon request, be granted a leave of absence for the duration of the elected terms.

### **Section 3. Disability Leave**

A. An employee who is unable to perform a substantial portion of his/her regularly assigned duties

due to temporary physical or mental disability shall upon request be granted a leave for the duration of such disability,

B. In granting such leave or use of sick leave provided in Personnel Rule 303.90, the employer shall apply the following standards:

1. A substantial portion of regularly assigned duties shall be those duties or responsibilities normally performed by the employee which constitute a significant portion of the employee's time or which constitute the differentiating factors which identify that particular position from other positions, provided the balance of duties can be reassigned by the agency;
2. A request for disability leave shall be in writing except when the agency is advised by other appropriate means of the employee's disability in which event the employee's signature is not required;
3. Except for service-connected disability as provided in Personnel Rule 303.135, the employee shall have exhausted available sick leave provided under Personnel Rule 303.90 prior to being granted a disability leave; an employee may use other accrued paid time for this purpose but is not required to do so.
4. During a disability leave, the disabled employee shall provide written verification by a person physician as defined and licensed under the "Medical Practices Act" (225 ILCS 60 et seq.) or under similar laws of or of other states or countries or by an individual authorized by a recognized religious denomination to treat by prayer or spiritual means; such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every 30 days during a period of disability, unless the nature of the disability precludes the need for such frequency of verification;
5. As soon as an employee becomes aware of an impending period of disability, he/she shall notify the appropriate supervisor of such disability and provide a written statement by the attending physician of the approximate date the employee will be unable to perform his/her regularly assigned duties.
6. If the agency has reason to believe that the employee is able or unable to perform a substantial portion of his/her regularly assigned duties, it may seek and rely upon the decision of an impartial physician chosen by agreement of the parties or in the absence of such agreement upon the decision of an impartial physician who is not a State employee and who is selected by the Director.

C. Failure of an employee to provide verification of continued disability upon reasonable request shall on due notice cause termination of such leave.

D. An employee's disability leave shall terminate when said employee is no longer temporarily disabled from performing his/her regularly assigned duties.

1. An employee is no longer temporarily disabled when he/she is able to perform his/her

regularly assigned duties upon advice or the appropriate authority or, in the absence of such authority, the attending physician.

2. An employee is no longer temporarily disabled when he/she is found to be permanently disabled and unable to perform a substantial or significant portion of his/her regularly assigned duties by the appropriate authority, or in the absence of such authority, by the attending physician.
  3. In determining whether to approve a requested discharge of an employee for failure to return from a disability leave or for physical inability to perform the duties of a position, the Director may seek and rely upon the advice of the State Employees' Retirement System or other appropriate authority, including an impartial physician selected in accordance with Personnel Rule 303.145 B. (See B 6 above)
- E.
1. An employee who returns from a disability leave of six (6) months or less shall be returned by the agency to the same or similar position in the same classification in which the employee was incumbent at the time the leave commenced.
  2. An employee who returns from a disability leave exceeding six (6) months and there is no vacant position available in the same classification held by the employee at the commencement of such leave may be laid off in accordance with the Personnel Rules on Voluntary Reduction and Layoff, unless such leave resulted from service-connected disability, in which case the employee shall be returned to employment as in E 1 above.

#### **Section 4. Employee Rights After Leave**

When an employee returns from a leave of absence of six (6) months or less, the agency shall return the employee to the same or similar position in the same classification in which the employee was incumbent prior to commencement of such leave. Except for those leaves granted under Personnel Rules 303.155 and 303.160, when an employee returns from a leave or leaves exceeding six (6) months and there is no vacant position available to him/her in the same classification in which the employee was incumbent to such leave or leaves commencing, the employee may be laid off in accordance with the Personnel Rules on voluntary reduction and layoffs.

#### **Section 5. Failure to Return**

Failure to return from leave within five (5) days after the expiration date may be cause for discharge.

#### **Section 6. Leave to Take Exempt Position**

The Director may approve leaves of absence for certified employees who accept appointment in a position which is exempt from Jurisdiction B of the Personnel Code. Such leaves of absence may be for a period of one year or less and may be extended for additional one-year periods. At the expiration thereof, an employee shall be restored to the same or similar position upon making application to the employing agency with continuous service including the period of such leave.

## **Section 7. Military and Peace Corps Leave**

Leaves of absence shall be allowed employees who enter military service or the Peace or Job Corps as provided in Personnel Rules 302.220 and 302.230 and as may be required by law.

## **Section 8. Military Reserve Training and Emergency Call Up Pay Policy**

A. Any full-time employee who is a member of a reserve component of the Armed Services, the Illinois National Guard or the Illinois Naval Militia, shall be allowed annual leave with pay for one full pay period and such additions or extensions to fulfill the military reserve obligation. Such leaves will be granted without loss of seniority or other accrued benefits.

B. In the case of an emergency call-up (or order to State active duty) by the Governor, the leave shall be granted for the duration of said emergency with pay and without loss of seniority or other accrued benefits. Military earning for the emergency call-up paid under the Illinois Military Code must be submitted and assigned to the agency, and the agency shall return it to the payroll fund from which the employee's payroll check was drawn. If military pay exceeds the employee's earnings for the period, the agency shall return the difference to the employee.

C. To be eligible for military reserve leave or emergency call-up pay, the employee must provide the agency with a certificate from the commanding officer of his/her unit that the leave taken was for either such purpose.

D. Any full-time employee who is a member of any reserve component of the United States Armed Forces or any reserve component of the Illinois State Militia shall be granted leave from state employment for any period actively spent in such military service including basic training and special or advanced training, whether or not within the State and whether or not voluntary.

E. During such basic training and up to 60 days if special or advance training, if such employee's compensation for military activities is less than his/her compensation as a State employee, he shall receive his regular compensation as a State employee minus the amount of his base pay for military activities. During such training, the employee's seniority and other benefits shall continue to accrue.

## **Section 9. Leave for Military Physical Examinations**

Any employee drafted into military service shall be allowed up to three (3) days leave with pay to take a physical examination required by such draft. Upon request, the employee must provide the agency with certification by a responsible authority that the period of leave was actually used for such purpose.

## **Section 10. Attendance in Court**

Any employee called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work without loss of pay during his/her working hours for such purposes. An employee subpoenaed by any legislative, judicial or administrative tribunal for non-work related personal litigation shall be granted benefit time, if such time is available or authorized dock time at the employee's choice however, either must be consistent with

operational needs. Upon receiving the sum paid for jury service or witness fee, the employee shall submit the warrant, or its equivalent, to the agency to be returned to the fund in the State Treasury from which the original payroll warrant was drawn. Provided, however, an employee may elect to fulfill such call or subpoena on accrued time off and personal leave and retain the full amount received for such service.

### **Section 11. Maternity/Paternity Leave**

All employees who provide proof of their pregnancy or that of their female partner at least 30 days prior to the expected due date will be eligible for 10 weeks (50 work days) of paid maternity/paternity leave for each pregnancy resulting in birth or multiple births. Should both parents be employees, each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive days). Regardless of the number of pregnancies in a year, no employee shall receive more than 10 weeks (50 work days) of paid leave under this Section per year. The State shall require proof of the birth. In addition, non-married male employees may be required to provide proof of paternity such as a birth certificate or other appropriate documentation confirming paternity. Leaves under this Section shall also be granted in cases of a full term still born child, for a maximum of five (5) weeks.

All bargaining unit members are eligible for ten (10) weeks (50 days) of paid leave with a new adoption, with the leave to commence when physical custody of the child has been granted to the member, provided that the member can show that the formal adoption process is underway. In the event the child was in foster care immediately preceding the adoption process the leave will commence once a court order has been issued for permanent placement and the foster parent has been notified of their right to adopt as long as the foster child has not resided in the home for more than three (3) years. The agency personnel office must be notified, and the member must submit proof that the adoption has been initiated. Should both parents be employees, they shall each be eligible for 10 weeks of paid maternity/paternity leave which may be taken consecutively or concurrently. No employee will be allowed to take less than a full work week (5 consecutive work days). Regardless of the number of adoptions in a year no individual shall receive more than 10 weeks (50 work days) of said leave under this Section per year.

Maternity/Paternity leave is for the purpose of bonding with the new member of the household. Employees are not eligible for the above referenced leave in the event the adoption is for a step-child or relative with whom the employee has previously established residency, for a period of one (1) year or more.

### **Section 12. Disaster Service Volunteer Leave**

Pursuant to Public Act 87-638, an employee who is a certified disaster service volunteer of the American Red Cross may be granted leave from his/her work without loss of pay for not more than 20 working days in any 12-month period. Such leave shall be for the purpose of participating in specialized disaster relief services for the American Red Cross in the State of Illinois. The leave shall be at the request of the American Red Cross and subject to approval of the employee's agency director.

### **Section 13. Treatment of Seniority**

A certified employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article except those leaves under Section 3 accumulation shall not exceed three (3) years and Sections 2 and 6 where there shall be no accumulation of seniority and continuous service. A probationary employee serving an initial probation shall not accumulate seniority during such leave beyond the amount of time they have been employed with the State provided that such accumulation shall not reduce the probationary period.

### **Section 14. Bereavement Leave**

Upon request, employees shall be granted paid leave of up to two (2) scheduled work days to attend the funeral or similar service, for related travel, and bereavement time, upon the death of a member of the employee's immediate family. Leave shall be limited one instance per calendar year. Documentation of the reason for the funeral/bereavement leave, attendance at the funeral or similar service, and relationship to the deceased may be required.

Immediate family is defined pursuant to this Section as: father, mother, sister, brother, spouse, children, grandparent and grandchildren including relationships established by marriage.

For purposes of application of Bereavement Leave, relationships existing due to marriage will terminate upon death or divorce of the relative through whom the marriage relationship exists. Current marital status will be defined in accordance with State law.

## **ARTICLE 14** **SICK LEAVE AND ILLNESS AND INJURY LEAVE**

### **Section 1. Sick Leave**

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service during their current period of continuous service. Sick leave may be used for illness, disability, or injury of the employee, appointments with doctor, dentist, or other professional medical practitioner, and for not more than 30 days in one (1) calendar year in the event of serious illness, disability, injury, or death of a member of an employee's immediate family or household. For purposes of definition, the "immediate family or household" shall be husband, wife, mother, father, brother, sister, children, or any relative or person living in the employee's household from whom the employee has custodial responsibility or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed. Such days may be used in increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. The Employer will not discipline an employee for legitimate use of sick days if taken with procedural guidelines. Evidence of illness, including doctor's statement, may be required where the Employer may have reason to believe that such leave days were not used for the purpose herein set forth, including an employee's use of a sick day on the day before or after a holiday. For periods of absence for more than ten (10) consecutive workdays, the employee shall provide verification for such absence in accordance with the provisions of Personnel Rule 303.145. Sick leave may also be used in the event of death of grand relations and parent and child-in-laws. Visit of four (4) days per year to a veterans hospital for examination needed because of military service-connected disability shall be in pay status without charge to Sick leave.

In the event an employee does not use sick leave in any calendar year, the employee shall be awarded one (1) additional personal day on January 1 of the next calendar year. A calendar year for purposes of this provision is the period beginning January 1 and ending December 31 of each year. Such additional personal day shall be used in accordance with Article 13 Section 1.

## **Section 2. Accumulation of Sick Leave**

Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under his provision and shall retain any unused sick leave or emergency absence leave accumulated prior to the effective date of this Agreement. Sick leave that remains at the time of employee separation or retirement shall be treated in accordance with Personnel Rules and Illinois Legislative Compiled Statutes.

## **Section 3. Advancement of Sick Leave**

An employee with more than two (2) years continuous service, whose personnel records warrant it, may be advanced sick leave with pay for not more than ten (10) working days upon written approval of the agency and the Director of Central Management Services. Such advances will be charged against sick leave accumulated in subsequent service.

## **Section 4. Illness or Injury Leave (Non-service Connected)**

Employees who have utilized all their accumulated sick leave days and are unable to report to or back to work because of their sickness or injury shall receive a non-service connected Illness or Injury Leave without pay and may receive additional extension(s) of such leave. Prior to application for such leave or extension thereof, the employee shall inform the Employer that such condition exists or advise the Employer that such condition is continuing before the expiration of their original leave or an extension thereof and if so requested, take a physical examination given by employer's physician if there is a doubt as to the employee's illness. The employee shall report back to work as soon as physically able. If there is a difference of opinion between employer's physician and the employee's physician as to his/her illness or ability to return to work, Employer may request an examination by another physician (who is not employed by the State). Such examination shall be paid for by Employer.

## **Section 5. Proof of Illness or Injury Status**

The Employer may place an employee on proof of illness or injury status by notifying the employee and the Union that future use of sick time must be substantiated. In said notice, the Employer will state its reasons for placing the employee on proof status and will specify the type of substantiation required. The Employer shall specify any specific information it requires in the substantiation and the length of proof status. The employee or the Union may grieve being placed on proof status. If an employee on proof status fails to provide a medical statement which verifies he/she was seen by a medical practitioner on the date in question, the employee will not be allowed to use accumulated sick leave and may be subject to docking and/or discipline.

If the Employer demands an additional form of proof different from that which is furnished and involves cost to the employee, the Employer shall pay the cost of such professional charges,

when such verifies the employee was not abusing sick leave.

## **Section 6. Resolution of Leave Disputes**

In the case of a dispute involving service connected injury or illness, no action shall be taken which is inconsistent with relevant law and/or regulations of the Illinois Workers' Compensation Commission. Such determination shall pertain solely to an employee's right to be placed on or continued on illness or injury leave, including service connected illness or injury leave. For service connected illness or injury leave, the right to select the impartial physician shall be between the employee and the Department of Central Management Services.

## **ARTICLE 15** **LAYOFF**

### **Section 1. Application of Layoff**

The Union recognizes the right of the Employer to layoff employees for reasons of lack of funds or work, abolition of a position, or material change in duties or organization.

### **Section 2. Layoff Procedure**

Layoffs shall be by position classification in the appropriate organizational unit. Employees shall be laid off in inverse order of seniority, as defined in Article 7 of this agreement unless a less senior employee has demonstrably superior skill and ability to perform the work required in the position classification.

No certified or probationary employee may be laid off until all temporary, emergency, and provisional employees in the same classification and organizational unit are terminated.

Ten (10) calendar days prior to the employee meetings, the Employer shall submit seniority rosters to the Union. The Union shall notify the Employer of any discrepancies in a timely manner. At this time, the Employer may also submit a list of employees impacted by the layoff and a list of available vacancies to the Union for informational purposes.

Five (5) calendar days prior to the employee meetings, the Employer shall provide each employee subject to layoff information regarding his/her options due to layoff. Such packet shall contain the date and time of the employee's meeting, seniority roster of those subject to layoff, and vacancies available within his/her agency.

The employee must make his/her selection known to the Employer at the time he/she is offered a vacancy and such selection shall be final. An employee may still opt to be laid off at any time prior to being placed into a vacancy, however the Employer shall not be required to modify the layoff plan.

### **Section 3. Notice of Layoff**

In the event that the Employer becomes aware of an impending reduction in the work force due to layoff, it will notify the Union thirty (30) calendar days prior to the effective date, except in emergency situations. Unless operational needs dictate otherwise, employees shall be given 10 calendar days notice prior to the effective date of layoff.

### **Section 4. Bumping in Lieu of Layoff**

Any employee who is targeted for layoff shall first have the opportunity to bump the least senior employee within the work location of the same agency of the Employer, provided they are qualified and eligible for the position. Work location for bumping purposes is defined as the identified agency's facility or local office. If there is no bump available at the work location, the employee may bump into the district/region as defined below. In the event that an employee waives or refuses to accept an available bump or available equal or lower level vacancy, as determined by the Employer, for which the employee is deemed qualified and eligible under this provision the employee shall be laid-off.

#### **ISP Forensic Regions:**

- Region 1: Westchester Forensic Science Laboratory  
Forensic Science Center at Chicago  
Joliet Forensic Science Laboratory  
Rockford Forensic Science Laboratory
- Region 2: Morton Forensic Science Laboratory  
Springfield Forensic Science Laboratory  
Research and Development Laboratory  
Forensic Sciences Command HQ
- Region 3: Metro-East Forensic Science Laboratory  
Southern Illinois Forensic Science Centre
- Region 4: Statewide Training Unit

#### **DJJ Regions:**

- Region 1: Facilities north of I-80
- Region 2: Facilities south of I-80

#### **DOC Districts:**

DOC Districts shall be defined per revised map in Appendix A.

For layoff purposes only, should the Employer determine to change the definition of Regions or Districts, the Employer shall notify the union and upon timely request by the union negotiate the proposed changes.

### **Section 5. Transfer In Lieu of Layoff**

An employee who is subject to layoff shall be offered all available permanent bargaining unit vacancies for which they are qualified within the agency as applicable and seniority permitting.

An employee who meets the criteria below will be offered an opportunity to accept a vacancy in another State agency, for which he/she is qualified, provided:

- The employee had neither a bumping option or an opportunity to accept a vacancy within his/her agency or
- The employee's bump option or agency vacancy acceptance would result in a two (2) or more pay grade reduction

An employee may select such a vacancy in a classification that is at or below his/her current classification and pay grade provided the employee has been deemed qualified for the vacancy. All such vacancies will be offered in seniority order.

ISP Forensics Only:

A Forensic Science Administrator who is subject to layoff must first select a lateral vacancy in which they are qualified from within the region which they are being laid off. If no vacancy exists within the region of the layoff, the employee may select from other available lateral vacancies which they qualify from within the agency. Refusal to accept such offer will not impair the employee's right to re-employment provided in Section 6 of this Article. The parties recognize that promotion is not an option in the layoff process.

**Section 6. Re-Employment**

- A. When permanent vacancies occur within any position classification covered by this agreement, prior to filling such vacancies by any other means, the Employer shall re-employ laid off employees to such position classification pursuant to re-employment, Section 302.570 of the CMS Personnel Rules. Re-employment lists shall be by other geographical areas as defined in Section 4 of this Article as regions/districts.
- B. A laid off employee who fails to respond within ten (10) workdays of the re-employment, or upon acceptance fails to be available for work within the time agreed to by Employer which shall not be less than five (5) days, shall forfeit all re-employment rights.
- B. Employee's right to re-employment shall exist for a period of three (3) years from the effective date of layoff.

**Section 7. Temporary Layoff**

The above provisions do not apply in the event of layoff pursuant to Personnel Rule 302.510 which allows the Employer to temporarily layoff any employee for not more than five (5) scheduled workdays in any 12-month period as a result of or for lack of work or funds.

**Section 8. Closure of a Facility**

It is understood by the parties that within sixty (60) days of the Employer's announcement of the closure or conversion of a facility or work site, the parties agree to negotiate over such matters that may impact upon employees covered by this agreement on questions of wages, hours and other conditions of employment.

## **Section 9. Seniority During Layoff**

An employee laid off shall retain and accumulate seniority and continuous service during such layoff not to exceed three (3) years. Such period of time may be extended by mutual agreement of the parties.

## **ARTICLE 16** **VACATIONS**

### **Section 1. Amounts**

Employees shall earn vacation time. No employee on a leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another classification.

Eligible employees shall earn vacation time in accordance with the following schedule:

- a) From the date of hire until the completion of five (5) years of continuous service: ten (10) work days per year.
- b) From the completion of five (5) years of continuous service until the completion of nine (9) fourteen (14) years of continuous service: fifteen (15) work days per year.
- c) From the completion of nine (9) years of continuous service until the completion of fourteen (14) years of continuous service: seventeen (17) work days per year.
- d) From the completion of fourteen (14) years of continuous service until the completion of nineteen (19) years of continuous service: twenty (20) work days per year.
- e) From the completion of nineteen (19) years of continuous service until the completion of twenty-five (25) years of continuous service: twenty-two (22) work days per year.
- f) From completion of twenty-five (25) years of continuous service: twenty-five (25) work days per year.

### **Section 2. Vacation Time**

Subject to operational needs, vacation time must be requested and approved in advance of the time period requested. Vacation may be taken in increments of not less than one-half (1/2) hour after a minimum use of one hour. Supervisors may however, grant employee requests to use vacation time in smaller increments of fifteen (15) minutes after a minimum use of one-half (1/2) hour. Vacation time shall not be accumulated for more than 24 months after the end of the calendar year in which it is earned. Vacation time earned shall be computed in workdays.

### **Section 3. Interrupted Service**

Computation of vacation time of state employees who have interrupted continuous state service

shall be determined as though all previous state service which qualified for earning of vacation benefits is continuous with present service.

#### **Section 4. Vacation Scheduling by Seniority**

The Employer, unless emergency needs dictate otherwise, shall not change an employee's vacation once it has been approved. By January 31 of each calendar year, employees may submit up to three (3) requests for preferred vacation time periods. Such requests shall be approved or denied by March 1 of each calendar year. In establishing vacation schedules, the agency shall consider both the employee's preference and the operating needs of the agency. Where the agency, based on operational needs, is unable to grant and schedule the vacation preference for all the employees within a Region or operations unit, but is able to grant some of such (one or more) vacation preferences, such approval shall be on the basis of seniority. After all requests received by January 31 have been granted or denied, vacation requests shall be considered in the order in which they are received.

The necessity of an overtime assignment may be considered in the approval or denial of a vacation request if the request is submitted with less than twenty-four (24) hours' notice.

Subject to the operational needs of the facility, the Employer shall attempt to allow one Shift Commander off per shift, per day.

Vacation must be scheduled so that it may be taken no later than 24 months after the expiration of the calendar year in which such vacation was earned. If the employee does not request and take accrued vacation within such 24-month period, vacation earned during such calendar year shall be lost.

#### **Section 5. Vacation Request Action**

The Department shall approve or disapprove vacation requests within five (5) days of the receipt of the request.

#### **Section 6. Vacation Payment**

If due to operational needs, the Employer cannot grant an employee's request for vacation time within the 24 month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time provided the employee has made at least three (3) separate requests with at least five (5) days between each requested time period, for such time within the calendar year preceding liquidation.

No salary payment shall be made in lieu of vacation earned but not taken except as provided in this Section and on termination of employment for eligible employees with at least six (6) months of continuous service in which case the effective date of termination shall not be extended by the number of days represented by said salary payment.

**ARTICLE 17**  
**TEMPORARY ASSIGNMENT**

**Section 1. Temporary Assignment Outside the Bargaining Unit**

The Employer may temporarily assign a qualified employee to perform the duties of another position classification. To be eligible for temporary assignment pay, the employee must:

- A. Be assigned and be held accountable, by the Employer, to assume the duties and responsibilities of a higher position classification.
- B. Perform a preponderance of duties and responsibilities which distinguish the higher level position.
- C. Perform duties and responsibilities not provided for in their regular position classification.

An employee temporarily assigned to the duties of a position classification in an equal or lower pay grade than his/her permanent position classification shall be paid his/her permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his/her permanent position classification the employee shall be paid as if he/she had receiving a promotion into such higher pay grade.

The Employer agrees to pay the employees the higher rate so set forth above for the time of such assignment. For the purpose of calculation, any increments of fifteen minutes (15) or more in a temporary assignment, shall be rounded up to the nearest hour.

When the Employer makes a temporary assignment, for extended period of time, which is defined as thirty (30) calendar days or more, it will give notice to the employee and the Union of the anticipated length of assignment, the location, the position being assigned, and the operational need for the assignment. Temporary assignments shall not be made for more than six (6) months unless the incumbent is on extended sick, military, or paid administrative leave or has been reassigned due to an investigation, which are beyond the Employer's control. Upon request of the Union, the parties shall meet and discuss the extension of the temporary assignment. The parties shall meet to reach an agreement regarding an extension; however any extension shall not be unreasonably denied. If the Employer desires any further extension the same process shall be used for each extension. No employee shall be required to work in a temporary position in excess of six (6) months without the employee's consent. An employee's refusal to take a temporary assignment which is anticipated to last more than six (6) months will not subject the employee to discipline.

**Section 2. Temporary Assignments Into the Bargaining Unit**

For DOC and DJJ only, when the Employer makes a temporary assignment, for extended periods, which is defined as thirty (30) calendar days or more, it will give notice to the employee and the Union of the anticipated length of assignment, the location, the position being assigned, and the operational need for the assignment. Temporary assignments shall not be made for more than six (6) months unless the incumbent is on extended sick, military, or paid administrative leave or has been reassigned due to an investigation, which are beyond the Employer's control. If the

Employer, due to an operational need, requires an extension, beyond six (6), months it shall meet with the Union to request an extension. Such extension shall not be unreasonably denied.

### **Section 3. Reports to the Union**

Every thirty (30) days, the Employer agrees to submit a report to the union listing the positions, whether into or outside the bargaining unit, which were temporarily assigned during the reporting period. The report shall contain the position, the location, and the date the temporary assignment originally commenced.

## **ARTICLE 18** **WORK RULES**

### **Section 1. Definition**

Work rules are those rules promulgated by the Employer which regulate the personal conduct of the employee as it affects his/her employment. Such work rules shall be reasonable and shall not conflict with any provisions of this Agreement.

### **Section 2. Notice**

Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union and the employees at least ten (10) working days prior to the effective date of the rules.

### **Section 3. Procedural Work Rules**

Any changes in the current or future rules of procedure not governing an employee's personal conduct that impact the bargaining unit shall be provided to the employees and Union at least ten (10) working days prior to the effective date, whenever possible. Upon receipt of such changes, the Union may request to negotiate the impact of the change(s).

### **Section 4. State Officials and Employees Ethics Act**

Employees shall comply with the provisions set forth in the State Officials and Employees Ethics Act (5 ILCS 430).

## **ARTICLE 19** **CLOTHING AND EQUIPMENT**

### **Section 1. General Provisions**

The Employer shall provide any special clothing, and/or equipment or the equivalent by reimbursement which is required by the Employer and/or is determined by the Employer as being necessary for such employees to perform their work. The Employer shall provide for the maintenance of all clothing and equipment determined by the Employer as being necessary.

## **Section 2. For ISP Police Lieutenants, Uniform Allowance**

A \$400 annual uniform allowance for dry cleaning ISP provided uniforms shall be given at the beginning of each fiscal year.

## **ARTICLE 20** **FILLING OF VACANCIES**

### **Section 1. Policy**

The Employer recognizes the operational value of internally promoting qualified employees and will strive to provide career progression subject to the operating needs of the agency. However, the Employer reserves the right to use at its discretion other means available as provided in the Personnel Rules for filling vacancies, subject to the provisions of this Agreement.

Any employee who served a probationary period and was not certified at the end of that period shall not be considered for the position/title for a period of one (1) year from the date the employee was notified that he/she would not be certified.

### **Section 2. Position**

Permanent bargaining unit vacancies shall not be filled until the position has been posted for ten (10) days at every facility and work location where bargaining unit members in the same title currently work. Such posting shall include job description, training and experience requirements, shift and days off or rotating days off where such exist, pay, and related information. Any bargaining unit employee may bid on a position; however, they must be deemed qualified and eligible to be interviewed and/or considered for selection. An employee on a leave of absence at the time of the posting is not considered eligible. The employer reserves the right to administer appropriate examinations.

### **Section 3. Definition of Permanent Vacancies**

For the purposes of this Article a permanent vacancy is created:

- a) When the Employer determines to increase the work force and to fill the new position(s).
- b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

- c) Vacancies filled by bargaining unit and/or non-bargaining unit employees as a result of demotion or reduction in lieu of layoff, pursuant to a layoff plan, shall not be considered permanent vacancies for the purpose of this Article.

#### **Section 4. Order of Selection**

No vacancy shall be filled in this manner if there are employees on layoff or subject to layoff who have contractual rights to such position. Once the Employer determines to fill a permanent vacancy, bargaining unit members covered by this agreement, who are currently certified in their position classification within the bargaining unit at the time of posting, shall have the right to transfer to the position prior to filling the vacancy by other means.

Prior to the position being posted, employees within the facility may request to move to the vacant shift. The most senior employee of those requesting to move to the vacant shift shall be granted that shift. The shift vacated shall be posted.

Permanent vacancies shall be filled in the following order of priority:

1. Re-Employment or Transfer in Lieu of Layoff

2. Transfer (for facility level and work/boot camp titles within DOC and DJJ and FSA I & II)

- a) Are defined as a movement within the same employing agency, same position classification/working title and option at a different work location.
- b) Employees shall file a transfer request form with the appropriate personnel officer which shall expire after one (1) year.
- c) A request for transfer form will be removed if the employee waives a job offer and would need to be resubmitted for future vacancies.
- d) An employee who transfers under this subsection shall not be eligible to transfer again for two (2) years.
- e) For DOC/DJJ only, a newly promoted employee shall not be eligible for transfer for two (2) years from the effective date of the promotion.
- f) Vacancies filled through transfer shall be on the basis of seniority unless the most senior employee has a one-day or more suspension within the last two years or has two or more accumulative "needs improvement"/"unacceptable" in the past two evaluations. Upon request and written authorization of the employee(s), the Employer shall provide proof of such history to the Union in the event the most senior employee(s) is not selected. Where the most senior employee is by-passed due to this provision, the same standard shall be applied to each subsequent senior employee until the position is filled.
- g) An employee requesting a transfer from a satellite facility to the main work location, or from the main work location to the respective satellite facility, will have preference over another transfer outside the main facility and satellite location.

3. Any employee within the bargaining unit who was previously certified in the title for the position posted, as long as they are deemed qualified and eligible by Central Management Services.

4. All other qualified and eligible bidders

#### **Section 5. Acceptance of a Position**

Any bidder who has been selected for a vacancy must make known his/her acceptance within three (3) working days of receiving notice of his/her selection. Failure to accept the position within said time limit shall constitute a waiver of the position.

Once a bidder has been selected, he/she shall be placed into the position as soon as practicable.

#### **Section 6. Pre-Selection Background Checks and Drug Testing**

For new hires or employees entering the bargaining unit, failure to pass a background check and/or drug test shall disqualify an individual for selection and may subject the employee to discipline.

### **ARTICLE 21** **GEOGRAPHICAL TRANSFER**

In the event a geographic transfer under Central Management Services Personnel Rule 302.430 is required, such geographic transfer shall be done in accordance in the Personnel Rules. The least senior employee in the affected classification shall be required to take such transfer if there are no volunteers.

Employee requested geographical transfers shall be done in accordance with CMS Personnel Rule 302.435.

### **ARTICLE 22** **HEALTH INSURANCE AND PENSIONS**

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of (a) the Group Insurance Health and Life Plan applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 and as amended or superseded. Employee health care benefits shall be as set forth in the employee benefits handbook.

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the retirement program provided in the Illinois Pension Code, as amended or superseded.

The Employer will not offer a different health insurance program offered to this union that is not offered to all employees covered by the State Employee's Group Insurance Act.

**ARTICLE 23**  
**LABOR MANAGEMENT MEETINGS**

**Section 1. General**

The Employer shall meet with Union representatives and/or staff in labor management meetings on an annual basis, per Agency. Either party may call an "occasional" labor management meeting at other times, as circumstances require, not to exceed quarterly per Agency. Items to be included on the agenda for the aforementioned labor management meetings are to be submitted to the respective parties at least five (5) working days in advance of the scheduled dates of the meeting if possible. The meeting shall be limited to, the following items:

- A. Discussion of the administration of this Agreement.
- B. Dissemination of general information of interest to the parties.
- C. Providing an opportunity to express various views and to make suggestions on subjects of mutual interest.
- D. Discussion of changes in non-bargaining conditions of employment contemplated by management which may affect the employees in the bargaining unit

**Section 2. Attendance at the Annual Meeting**

The Employer shall allow up to three (3) bargaining unit employees per title to attend the annual labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied but shall not interfere with the agency's operations. Travel expenses associated with these meetings shall be the responsibility of the employee.

**Section 3. Attendance at Occasional Meeting**

The Employer shall allow up to two (2) bargaining unit employees per title in the Agency with whom the Union is meeting to attend the "occasional" labor management meetings without loss of pay for their normal work hours. Attendance at such meetings shall not be unreasonably denied but shall not interfere with the agency's operations. Determination of attendees and numbers shall be based on discussion with the union and the issues for the meeting. Travel expenses associated with these meetings shall be the responsibility of the employee.

**ARTICLE 24**  
**UNION RIGHTS**

## **Section 1. Access to State Premises by the Union**

Employer agrees that Union staff shall have reasonable access to the premises of the Employer, giving notice prior to arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. The Union agrees that such visitations shall not unduly interfere with the operations requirements of Employer. The Employer reserves the right to designate a meeting place or to provide a representative to accompany a staff representative where security requirements exist.

## **Section 2. Bulletin Boards**

The Union may provide bulletin boards in various work locations of each agency. The number, size, and location of each shall be decided by the parties in local level negotiations. The items posted shall not be political, (including but not limited to solicitation relating to political campaigns, political volunteer opportunities or political donations) partisan, or defamatory in nature and Employer reserves the right to remove this type of posting.

## **Section 3. Information Provided to the Union**

Monthly, the Employer shall notify the Union in writing of any of the following personnel transactions which have taken place involving bargaining unit employees:

Promotions, demotions, layoffs, re-employments, transfers, leaves, returns from leaves, superior performance increases, new hires, suspensions, discharges, re-allocations and terminations. If there is a change in status for union membership, a check-off revocation report will be sent.

Seniority rosters of bargaining unit employees shall be provided to the Union every three (3) months.

All transactions listed above, shall include the employees' Social Security numbers.

The Employer shall notify the Union when a bargaining unit position (vacant or otherwise) is abolished and upon request, discuss with the Union such abolishment.

## **Section 4. Non-Preferential Treatment**

Those employees designated as stewards and/or the Union representatives shall not receive preferential treatment. The Employer agrees that such employees shall be reassigned because of operational needs only and not because of legitimate Union activities.

## **Section 5. Leaves to Attend Union Meetings**

The Employer shall grant a reasonable number of employees leave without pay for a maximum of three (3) days per employee per calendar year for the purposes of discussing the administration of this Agreement. The Union shall provide written notice to the Employer at least 15 days prior to the meeting date. The Employer shall not unreasonably deny an employee's request for such leave and such leave shall not substantially interfere with the operating needs of the Employer.

## **Section 6. Leaves to Conduct the Union Business**

The Employer shall grant requests for leaves of absence without pay for not more than one (1) bargaining unit employee at any one time; for the purpose of service as Union representatives or officers with a State or National organization, up to a maximum of six (6) months, provided adequate notice is afforded to the Employer and granting such leave will not substantially interfere with the Employer's operations. The length of such leave may be increased by mutual agreement of the parties. Continuous service shall be retained and accumulated for a maximum of one (1) year and the employee, continuous service permitting, can return to his/her position classification at the termination of leave.

## **Section 7. Union Agent of Record**

Unless the Union has given written instructions to the contrary, all documents, notices, etc., concerning this Agreement are to be mailed to Local 2002, 534 South Second Street, Suite 201, Springfield, Illinois 62701.

## **Section 8. Union Orientation**

The union shall be permitted to conduct an orientation program of new employees and current employees who transferred to a different agency.

## **Section 9. Union Activity During Work Hours**

A Union representative may leave his/her work location to investigate, file, process grievances, or attend grievance hearings, labor-management meetings, or meetings called or agreed to by the Employer, after first notifying and receiving prior approval from his/her supervisor or designee. Approval of such attendance shall be consistent with the Employer's operating needs. The Employer reserves the right to require reasonable documentation in time spent in the aforementioned activities.

The Union steward at each facility or work location shall be allowed time off to attend certified stewards training one (1) work day for the term of this agreement. Approval to attend such meeting shall be consistent with the Employer's operating needs. The employee shall provide proof of attendance.

## **ARTICLE 25** **TRAINING**

### **Section 1. Training**

Employer and the Union recognize the need for the development and training of employees in order that services are efficiently and effectively provided and employees able to develop their skills and potential. In recognition of such principle, the Employer shall endeavor to provide employees with orientation to current procedures, forms, methods, material, and equipment used in the work assignments. Time spent by an employee in a training program, provided by management shall be considered work time.

**ARTICLE 26**  
**PERSONNEL FILES**

**Section 1. Number and type**

Only one personnel file will be maintained at the work facility for each employee and the agency shall have the right to maintain a copy at its central office. The Department of Central Management Services shall keep and maintain an official personnel file. Working files may be kept by supervisors for employees, and such files shall contain only job related material. Working files shall not be considered personnel files as required in this Article. No other files, records or notations shall be kept by the Employer or any of its representatives except as may be prepared or used by the Employer in the course of preparation or participation for any pending case, such as a grievance, civil service matter, criminal investigation, Department of Human Rights or EEOC matter, etc. An employee has the right upon written request to review the contents of his/her personnel file or working file. Such review may be made during working hours at a mutually agreeable time, with no loss of pay for time so spent within reason.

Upon authorization by an employee, the Union may inspect that employee's personnel file following written request to the Employer.

**Section 2. Employee Notification**

A copy of any disciplinary action or material related to employee's performance which is placed in the personnel file will be served in person upon the employee (the employee noting receipt, or the supervisor noting failure of employee to acknowledge receipt) or sent by certified mail (return receipt requested) to his/her last address appearing on the records of Employer. It is the obligation of each employee to provide Employer with his/her current address and telephone number.

**Section 3. Counseling Session Notations**

Copies of notations of counseling session shall not be placed in an employee's personnel file unless such session is part of a disciplinary action taken against an employee.

Supervisors shall not maintain in working files copies of, or notations of, counseling sessions beyond a period of one year or when such session is made part of an evaluation, whichever comes first.

**ARTICLE 27**  
**EVALUATIONS**

**Section 1. Informal Conferences**

The Union and the Employer encourage periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work related problems and the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem.

## **Section 2. Written Evaluations**

It is the intent of the Employer to conduct ongoing evaluations as provided in Section 1 above. However, the Employer shall prepare two (2) written evaluations on employees who are serving an original probation or a probation as a result of promotion - one evaluation at the midpoint of the probationary period and one two (2) weeks prior to the end point of such probation. In addition, the Employer may prepare periodic evaluations of certified employees.

Except where present practice provides otherwise, written evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be limited to the employee's performance of the duties assigned and factors related thereto. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. Upon an employee's request, the notation of discipline shall be corrected or amended in the performance evaluation, based upon any applicable grievance resolution. If a notation of discipline is included in a performance evaluation, which may be a copy of the actual discipline, it shall only be included on a separate sheet of paper and shall be removed consistent with the terms set forth in Article 12.

The performance evaluation may be adjusted by upper levels of supervision with the understanding that such changes shall be discussed with the employee and the employee shall be given the opportunity to not concur and/or comment on the appropriate section of the evaluation form regarding the changes and shall be given a copy of the revised evaluation. At any point changes are made to the evaluation, an employee has the right to grieve the evaluation.

## **ARTICLE 28** **MISCELLANEOUS**

### **Section 1. Distribution of Contract**

The contract shall be made available on the Department of Central Management Services' website.

### **Section 2. Safety and Health**

The Employer shall attempt to provide a safe and healthy place within which employees shall work. Labor management meetings shall be used to review and suggest health and safety measures to be implemented. All work sites and vehicles shall be smoke-free.

### **Section 3. Assignment within Classification Specification**

The phrase "performs other duties as required or assigned", under illustrative examples of work in the job classification specification, shall be interpreted to mean other duties which are reasonably within the intended scope of the job classification.

### **Section 4. Notification of Leave Balances**

Employees shall be allowed to review and verify their time and attendance records on a monthly basis.

### **Section 5. Fitness for Duty**

When the Employer has reason to suspect that an employee is not fit for duty, the Employer may send the employee for a fitness for duty examination. Such examination shall be paid for by the Employer.

When the Employer has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies the employee is fit for duty, the Employer may rely upon the decision of an impartial physician from SERS (State Employee Retirement System) for the employee's fitness for duty. Such examination shall be paid for by the Employer.

### **Section 6. Rehabilitation**

Pursuant to the State of Illinois Employees Assistance Program, the Employer shall make employees aware of and offer referral for counseling and any other reasonable and appropriate services.

### **Section 7. Random Drug Testing**

All bargaining unit employees working for the Illinois State Police will be subject to Random Drug Testing.

### **Section 8. Annual License Renewal**

The Employer shall reimburse the Public Service Administrator Option 8L's (Attorneys) at DOC and Nuclear Safety Staff Attorneys I & II at IEMA for their annual license renewal with the State of Illinois Attorney Registration and Disciplinary Commission. PSA Option 8Js (Food Service Program Managers) shall be reimbursed for the annual license renewal for the licensure required by the Department of Corrections and the Department of Juvenile Justice. PSA Option 8K (Mental Health Professionals) shall be reimburse for the biennial license renewal for the licensure required by their respective Departments.

### **Section 9. Continuing Legal Education Requirements**

The Employer shall provide and subscribe to West's Legal Education Center or other like services, on behalf of each Public Service Administrator Option 8L's (Attorneys) at DOC and the Nuclear Safety Staff Attorneys I and II at IEMA for the purposes of the employees' compliance with the State of Illinois Continuing Legal Education Requirements. Each employee shall have the capability of tracking credit hours and taking online courses through the program.

#### **Section 10. Continuing Education Requirement Mental Health Professional (PSA Option 8K)**

The Employer shall provide and subscribe (if applicable) to an online service on behalf of each Public Service Administrator Option 8K at DOC and DJJ for the purposes of the employees' compliance with the State of Illinois continuing education requirements. Each employee shall have the capability of tracking credit hours and taking online courses through the program.

### **ARTICLE 29** **NO STRIKE – NO LOCKOUT PROVISION**

#### **Section 1. No Strike**

During the term of this Agreement there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

#### **Section 2. Employer/Employee Rights**

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article.

#### **Section 3. No Lockout**

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

### **ARTICLE 30** **AUTHORITY OF CONTRACT**

#### **Section 1. Partial Invalidity**

If any provisions of this Agreement or any application thereof, should be declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or judicial, legislative or administrative body, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful.

#### **Section 2. Effect of Department of Central Management Services Rules**

Unless specifically covered by this Agreement, the Personnel Rules of the Department of Central Management Services and its Pay Plan shall control. However, the parties agree that the provisions of this Agreement shall supersede any provisions of the Rules and Pay Plan of the Department of Central Management Services relating to any subjects of collective bargaining contained herein when the provisions of such Rules or Pay Plan differ with this Agreement.

### **Section 3. Increase or Decrease in Benefits**

In the event of any increase in the number of holidays, vacation days, sick days, personal days, or other related non-wage economic benefits granted unilaterally to all employees covered by the Personnel Code such increases shall be made applicable to the employees covered by this Agreement.

In the event of any decrease in the number of holidays, vacation days, sick days or other non-wage economic benefits such decrease will not be made applicable to this bargaining unit. If the Employer desires to decrease such benefits the Employer shall request a meeting with the Union to negotiate over desired decrease to such benefits.

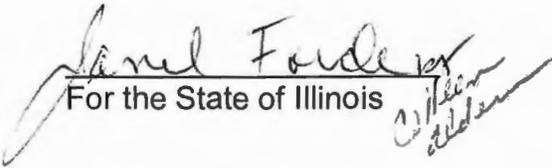
### **Section 4. Entire Agreement**

This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements, written or verbal. Where past practice directly conflicts with the express terms of the contract, the contract shall prevail. The parties agree that the provisions of this Agreement shall supersede any provisions of the Personnel Rules of the Director relating to any of the subjects of collective bargaining contained therein when the provisions of such Personnel Rules differ with this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement and any extension, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 31**  
**TERMINATION**

This Agreement shall be effective upon the signature of the parties and shall continue in full force and effect until midnight, June 30, 2015, and thereafter from year-to-year unless not more than 180, but not less than 60 days prior to June 30, 2023 or any subsequent June 30, either party gives written notice to the other of its intention to amend or terminate this Agreement.

In witness hereof, the parties have hereto set their signature on the day first above written.

  
For the State of Illinois

  
For the Laborers' International Union of North  
America - Illinois State Employees Association,  
Local 2002

9-20-19  
Date

9-20-19  
Date

  
For the Southern and Central Illinois Laborers' District Council

9/26/19  
Date

## **SIDE LETTER**

### **GROOMING STANDARDS**

The parties agree the Department of Corrections and Department of Juvenile Justice shall maintain the following personal grooming standard as outlined below.

Employees shall adhere to the following grooming standards while on duty:

#### **1. Non-uniformed Employees**

- a. Employees may wear mustaches, sideburns, and beards providing that the hair is neatly trimmed and clean at all times.
- b. Employees may wear hair at any length providing that it is kept clean and neatly groomed.
- c. Employees shall ensure their fingernails are clean and neatly trimmed.
- d. All males who work in an institution or have regular or on-going direct contact with offenders or releases shall be prohibited from wearing earrings.

#### **2. Uniformed Employees**

- a. Employees may wear cosmetics providing they are conservative and natural looking.
- b. Male employee's faces shall be clean-shaven except for sideburns and mustaches, if worn.
- c. Employee's facial hair shall be maintained in accordance with the following.
  - (1) Sideburns or any hair worn in front of the ear shall:
    - (a) Be neatly trimmed
    - (b) Not extend below the lowest part of the ear.
    - (c) Not be flared.
    - (d) Be even in width
    - (e) End with a clean-shaven horizontal line.
  - (2) Moustaches shall:
    - (a) Be short and neatly trimmed.
    - (b) Follow the outline of the upper lip.
    - (c) Not extend more than ¼ inch beyond the corners of the mouth
    - (d) Not extend below the horizontal line equal to the lowest edge of the upper lip.
    - (e) Not cover the vermeil area of the upper lip.

(3) Beards and goatees shall be prohibited.

d. Employee's hairstyles shall be maintained in accordance with the following.

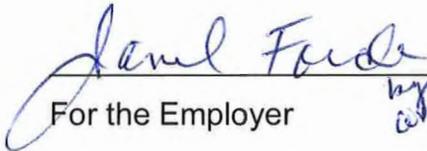
- (a) Employee's hairstyles shall be based upon the criteria in this side letter, not upon the employee's style preference.
- (b) Hair shall be neatly groomed and shall not hang over the top of the uniform collar.
- (c) Mohawk style cuts and designs shaved into the hair shall be prohibited.
- (d) The length, bulk, or appearance shall not be excessive, ragged, or unkempt.
- (e) Hair in front shall be groomed so that it does not fall below the band of properly worn headgear.
- (f) Hairpieces and wigs shall conform to these standards.
- (g) Hair coloring, if used, shall be a natural hair color.

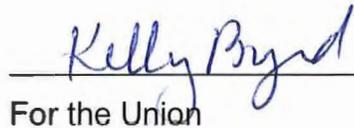
e. Fingernails shall be clean, neatly trimmed, and extended no more than ¼ inch beyond the quick. If worn, fingernail polish shall be natural or muted.

f. Visible body ornamentation (excluding earrings) such as rings or studs in the nose, eyebrow, or lip shall be prohibited.

g. All males who work in an institution or have regular or on-going direct contact with offenders or releases shall be prohibited from wearing earrings.

h. The wearing of any other jewelry or ornamentation that is not specifically authorized by this side letter shall be prohibited.

  
For the Employer

  
For the Union

9-20-19  
Date

9-20-19  
Date

## Shakman

### Memorandum of Understanding

The State of Illinois is currently under monitoring of the federal court for compliance with the *Shakman* Consent Decrees. *Shakman v. Democratic Organization of Cook County, et al.*, Northern District of Illinois Case No. 69 C 2145.

On January 7, 2019, the *Shakman* court entered an order setting out both a reformed process for filling exempt positions and principles and commitments for filling all non-exempt positions. *Shakman*, Doc. No. 6154. Bargaining unit positions have job protections through the collective bargaining agreement, and are, therefore, covered by the court's principles and commitments for non-exempt positions.

The Court ordered the State to implement of the following relevant principles (excerpted from Doc. No. 6154):

- J. **Electronic Application Process.** CMS shall establish and implement an electronic application process that requires applicants to apply online for specific listed vacancies. The electronic application process that CMS creates shall include an automated screening mechanism to narrow the pool of applicants for interviews. The screening mechanism shall evaluate candidates based on the Minimum Qualifications of the positions and may also incorporate pre-established preferred qualifications.
- K. **Uniform Processes Throughout State.** The State of Illinois shall create and communicate to all Agencies a uniform documentation process for hiring and promotions to allow for adequate monitoring and review.

The implementation of the court order will result in a standardized, statewide online application process for all job-protected positions, including bargaining unit positions.

The State is obligated to implement the Court's order. The parties share a commitment to a more efficient and timely process. To that end, the parties agree as follows:

- Prior to implementation of a new system for bargaining unit positions, the Union shall review and provide input.
- All provisions of the collective bargaining agreement shall continue to apply, except as modified herein.
- CMS Bureau of Personnel will continue to assess and verify employee qualifications. The qualification review process will transition to a numerically ranked, automated assessment with a quality control analysis performed by the CMS Bureau of Personnel staff. For the purposes of determining if employees are qualified for positions in which they are seeking

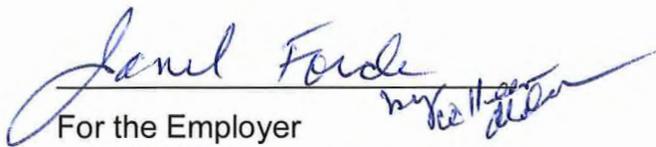
to exercise their contractual rights to filling of vacancies outlined in the collective bargaining agreement, the following numerical rankings will be treated as the corresponding grade and considered of equal value within each letter group:

- o Numerical ranking of 90-100 would be treated as an A grade
- o Numerical ranking of 80-89 would be treated as a B grade
- o Numerical ranking of 70-79 would be treated as a C grade

- In consultation with the Union, the Employer will provide all employees with advance notice of implementation of the new system and shall develop training on the new application procedures and system. Upon request, employees shall receive training on the new system.
- A procedure shall be established to ensure that employees who do not have access to computers or who lack computer skills shall be given appropriate access and/or training.
- CMS will assess candidate qualifications in response to an express interest in a specific position being filled except that all agreements remain in effect regarding continuous posting and permanent bidding.
- The State will no longer be exhausting promotional registers prior to selecting "B" bidders (80-89) after all "A" bidders (90-100) have been exhausted.
- The appeal process currently in place shall remain in effect.
- There shall be electronic receipts for applications and the opportunity for the employee to print out his/her profile.
- For positions requiring tests administered by CMS Bureau of Personnel, employees will only be required to test once unless the job requirements change.
- All promotional grades on the system as of August 31, 2019, or submitted to CMS Examining and Counseling for grading, as of August 31, 2019, shall continue to be valid within the currently established timeframes. After August 31, 2019, promotional applications will only be accepted in response to a posting. Upon implementation of the new system, an employee applying for a position in which they are exercising their contractual rights shall indicate if they already have a promotional grade for the position.

In keeping with the desire to make hiring processes more efficient, CMS is committed to making the following additional improvements for the benefit of bargaining unit members:

- CMS will convert all closed (Group B) titles to open (Group A) titles.

  
For the Employer

9-20-19

Date

  
For the Union

9-20-19

Date

**MEMORANDUM OF UNDERSTANDING**  
**SHIFT COMMANDER WORK/BOOT CAMP**

Effective July 1, 2014, the parties agree to the assignment of VR-704-22 (Appendix B) as the appropriate pay rate for the title Shift Supervisor at Correctional Work Camps at the Department of Corrections.

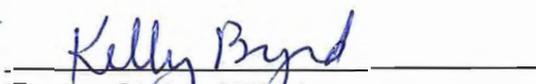
**Effective July 1, 2014**

Pay Grade	Pay Plan Code	S T E P S							
		1	2	3	4	5	6	7	8
VR-704-22	Q	5871	6058	6245	6573	6896	7219	7552	7870
VR-704-22	S	5957	6146	6336	6656	6982	7304	7641	7960

**Implementation**

1. Effective July 1, 2014, current employees who transfer to or bid on a Shift Commander Correctional Work/Boot Camp position, shall be placed on the closest step on pay grade 22, which does not show an increase. The creditable service date of the affected employee will change to reflect the change in status.
2. Effective July 1, 2014, new employees who bid on a Shift Commander Correctional Work/Boot Camp position and are awarded the position, shall be placed on the lowest step on pay grade 22, which represents a full step increase in pay for his/her current pay grade classification. The creditable service date of the affected employee will change to reflect the change in status.
3. Vacancies resulting in the filling of positions at the Work Camps, shall be posted and filled in a reasonable time period in accordance with Article 20, Filling of Vacancies.
4. Existing Shift Commanders may apply for transfer for the positions at Correctional Work/Boot Camps in accordance with Article 20, Filling of Vacancies.
5. The Shift Commander Correctional Work/Boot Camp positions shall be utilized at the following facilities: Southwester Correctional Center, Green County, Dixon Springs, Pittsfield, Clayton, and DuQuoin.

  
 For the Union

  
 For the State of Illinois

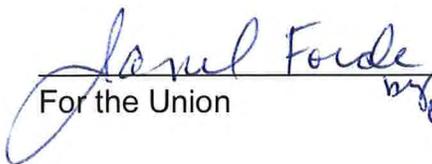
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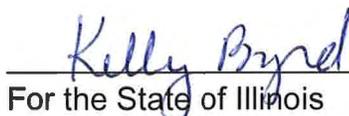
Date 9-20-19

**MEMORANDUM OF UNDERSTANDING  
FILLING OF VACANCIES AND HOURS OF WORK  
FOR SHIFT SUPERVISORS AT WORK/BOOT CAMP**

In conjunction with the Shift Commander Work/Boot Camp Memorandum of Understanding, the following rights shall apply to those Shift Commanders who have been selected for a position.

1. Employees accepting a position as a Shift Commander at a Correctional Work/Boot Camp shall be required to pass all physical fitness/agility test(s) upon acceptance of the position. However, if an employee has recently passed the physical fitness requirement (on the eligibility list) at the Work/Boot Camp, he/she is not required to retest.
2. Once an employee accepts a position at the Work/Boot Camp, he/she shall have the right to transfer to another Shift Supervisor position(s) if eligible, as defined in Article 20, Filling of Vacancies, of the collective bargaining agreement.
3. If a Shift Supervisor at a Work/Boot Camp accepts a transfer to a non-Work/Boot Camp he/she shall be placed on the nearest step that shows an increase on the "facility" pay scale utilized upon their original date of hire into the Shift Supervisor position. The pay scales utilized are as follows: Shift Supervisors Hired After April 1, 2013, Shift Supervisors Hired Between August 1, 2010 and April 1, 2013, and the Original Shift Supervisor Pay Scale.
4. For the purposes of shift coverage, as outlined in Article 8, Section 4, Shift Coverage, for the Work/Boot Camp will be separate from shift coverage at the main facility. Facility Shift Supervisors will not be eligible for overtime at the Work/Boot Camp and Work/Boot Camp Shift Supervisors will not be eligible for overtime at the facility.

  
For the Union

  
For the State of Illinois

Date: 9-20-19

Date: 9-20-19

2015-2019 Backpay

The Employer will pay bargaining unit members for all backpay owed from the wage freeze from 2015 to 2019, including any pay from missed steps or longevity adjustments.

Janet Forde  
For the State of Illinois *my collection*

Kelly Byrd  
For the Laborers International Union of North America - Illinois State Employees Association, Local 2002

9-20-19  
Date

9-20-19  
Date

2015-2019 Stipend

All bargaining unit employees on active payroll on the date of effectuation shall receive a one (1) time stipend of \$2500 prorated by 25% for each year the employee was employed from July 1, 2015 through June 30, 2019. The stipend shall be paid as soon as practicable after the effectuation of the Agreement.

James Forde  
For the State of Illinois *my clear all*

Kelly Byrd  
For the Laborers International Union of North  
America - Illinois State Employees Association,  
Local 2002

9-20-19  
Date

9-20-19  
Date